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Cases Reported this Week.

CURRENT TOPICS.

THERE SUDDENLY appeared in the paper of the House of Lords on Tuesday notice of Committee on the Land Transfer Bill for Thursday. The proceedings on that day take place too late for comment this week, but it was understood that they would be merely formal, and that the Bill would be referred to a Standing Committee, which will not meet until the 1st of August. We believe that the Incorporated Law Society Committee were on Thursday to consider the position and decide as to the action to be taken. The position to be faced, we believe, is this: an autumn session is practically certain, and the Government calculate that if they can get the Bill through the House of Lords by the close of the present session, they may be able to slip it through the House of Commons in the autumn session, and so swell the small list of Acts which are to avert the reproach of a barren session. The time has, therefore, plainly come for immediate action. The Incorporated Law Society's Committee may be relied on to do all that is in their power, but it is necessary that the country law societies and individual members of the profession should put forth their utmost efforts. It may perhaps be anticipated that if the Bill does not pass in the present year it will never be heard of again; if it should pass into law this year it will not be long before the bulk of the conveyancing business of the country will be transacted by a Government department. Every member of the profession should consider whether he will by inaction be a party to allowing this result to be brought about.

MR. WARD and Mr. GODFREY will be the Chancery registrars in attendance during the ensuing vacation.

THE TRANSFER of one hundred actions to Mr. Justice ROMER for the purpose only of trial or hearing is in course of completion, but will not be completed in time for publication this week. It is stated that many of the cases proposed to be transferred have been selected from those at the head of the list of each of the judges from whom they are to be transferred, and that great inconvenience and expense are likely to arise in the cases in which briefs have been already delivered. It has usually been the practice in transferring actions from one judge of the Chancery Division to another to choose cases some way down in the list, so as to avoid applications for retransfer of those cases in which the briefs have been delivered and the fees paid. The expense incurred by those who have paid fees and cannot get them returned, and the expense of an application for retransfer,

whether it be granted or refused, are serious items to suitors, and might easily be avoided.

A good illustration of the way in which orders are managed is afforded by the Order as to Cancellation of Stamps, which we printed last week (*ante*, p. 630). According to that, from and after the 1st of July, adhesive stamps used in the Supreme Court were to be defaced in indelible ink by a hand stamp, bearing the word "cancelled" and the date of cancelling. As regards one important office of the Supreme Court, at all events, notice of this order was only given to a clerk on the 5th of July, and no hand stamps have yet been provided. Consequently adhesive stamps are still being cancelled by perforation in defiance of the solemn order to the contrary of the Lord Chancellor and the Lords of the Treasury. Whose business is it to see that orders are made known in due time and to provide proper machinery for carrying them into effect?

It was generally believed in legal circles in London during the last week that Lord Herschell would become Governor-General of India; a leading daily paper went so far as to say that the matter was practically settled, and in some quarters the arrangements consequent on his resignation of the office of Lord Chancellor were considered also to be determined. Here is what Lord Herschell himself said on the subject at the dinner of the Associated Musicians on Wednesday last:—"He was not aware of any intention that he should go to India, except from what he had read in the public press. This was a free country, and a man could hardly be transported to India without being first consulted, and as no such consultation had up to the present time taken place, and as no suggestion or invitation to go there had reached him, they might come to the conclusion that the announcement must be at least a little premature."

Great inconvenience has recently been occasioned to both branches of the profession in consequence of Mr. Justice Vaughan Williams having to go on circuit. The judge, however, has been most assiduous in the discharge of his duties in connection with winding up, so much so that he has come up to town on Saturdays while on circuit, and sometimes sat as late as 7 o'clock to dispose of the business. Counsel and solicitors do not think this method a satisfactory one, and a joint committee of the Bar Committee and the Council of the Incorporated Law Society last year suggested to the Lord Chancellor that the judge having charge of the winding up business should not go on circuit. Saturday afternoons and evenings are not convenient times, either from a judicial or a professional point of view, to dispose of such important cases as often come before Mr. Justice Vaughan Williams. Counsel, solicitors, and even the judge himself must feel very weary over these protracted sittings. We hope that the Bar Committee and the Council of the Incorporated Law Society will again urge upon the Lord Chancellor the necessity for Mr. Justice Vaughan Williams being relieved from going on circuit.

The notice for the Long Vacation, which will be found in another column, contains several material variations from the notices of former years. It will be seen that Mr. Justice Wright proposes to sit in Chancery Court No. 1 on every Wednesday at 9.45, commencing on the 16th of August, and that he will also sit *at the same time* in Chancery Court No. 2 to hear chancery chamber summonses which may be adjourned to him. This is apparently a case of Sir Boyle Roche's bird. The inconvenience of these times of sitting is obvious, as everyone concerned in a case to be heard in Court 1 must be present at the time appointed (9.45), so as to be ready in the event of there being no summonses to be heard in Court 2. This may be no great hardship on the 16th of August, but on future Wednesdays it may cause serious inconvenience. Then Mr. Justice Wright has added greatly to the work of the Vacation Judge by making applications for payment of money out of court vacation business. It is impossible to say what this new departure may lead to. It even includes orders on further consideration in which complicated accounts have been taken, and many cases in which the title to a fund has to be investigated. It is understood that the early hour fixed for sitting is so fixed for the judge's convenience, who desires to rise at an early hour in order to catch a train to take him into the country, but with this extra work the object may not be attained. In Queen's Bench chambers the judge will sit every Tuesday and Thursday at 9.45. It is to be assumed from the wording of the notice that Mr. Justice Wright will cease to be the Vacation Judge after the 16th of September, from which time Mr. Justice Kennedy will take up the work.

Our recent observations on stamps on assignments of life policies have drawn forth opinions from two very able and experienced conveyancing members of the profession, shewing great divergence of view. Our correspondent "H.," whose valuable letter we print elsewhere, is of opinion that when the question as to substituting a duly stamped policy of assurance for one which is unstamped comes before the court, it will be decided in accordance with Sir E. Clarke's opinion (*ante*, p. 596). Our correspondent's argument is that the object of the Act is to compel the stamping of all instruments dealing with policies when they are executed, and that the judges will lean to any construction that will give effect to this intention. With all deference to "H.," we cannot see any such intention expressed in the Act. All that the Act does is to declare the effect of an unstamped assignment and to inflict certain penalties on a person paying in respect of an unstamped assignment. The judges are bound to construe the Act according to the intentions of the Legislature as expressed in it, not according to the intentions that we may, perhaps reasonably, suppose that the Legislature had. The whole question appears to depend on what is the effect of an unstamped policy, and as to this we can only refer our correspondent to our prior articles on the subject (*ante*, pp. 596 and 627), where he will find reasons assigned for our opinion that nothing passes by an unstamped assignment of a policy, and that if after the unstamped assignment a duly stamped assignment to a stranger is made, the prior unstamped assignment cannot by being stamped obtain priority. Whatever may be the true construction of the Act, we must repeat our advice—viz., always to stamp the assignment of a policy, and if this is omitted by inadvertence to be done at the proper time, to have it stamped on payment of a penalty. We are glad to learn that "H." agrees with us in deprecating the practice of attempting to bolster up a title to land depending on an unstamped conveyance by executing a new conveyance on a proper stamp.

The meeting of the Incorporated Law Society last week was chiefly remarkable for the appearance of Mr. Charles Ford in a new capacity. He had not previously, to our remembrance, in any of his innumerable speeches at these meetings shewn the slightest interest in the question of compulsory registration of title. But, all on a sudden, he has become an adherent of the Government scheme, and on Friday last, filled with the zeal of a new convert, he announced that there was "a growing feeling in the country in favour of compulsory registration, because clients were sick of the great expense and delay of the present system." There is a good old proverb which anyone but Mr. Ford would be likely to remember, and which, if remembered, would probably have prevented the utterance of this graceful compliment to himself and his brethren. Who can have been the diligent "missioner" to whom the credit is due of having shewn Mr. Ford the error of his ways and led him to assume the white sheet? Mr. Ford usually represents himself alone, and on this occasion, as *per* usual, he was in a minority of one; but, strange to say, his view met with some support from Mr. M. H. Leverton, who is reported to have stated that "he regarded with some favour the extension of officialism," on the ground, apparently, that solicitors would become officials, no other ground being named. Mr. Leverton can hardly have considered that one main characteristic of the promoters of the Land Transfer Bill is hostility to solicitors—"legal middlemen,"

as they are styled—and if he thinks the Land Registry offices throughout the country will be manned by solicitors he is likely to find himself grievously mistaken. But the point to which we desire to draw special attention is that the sudden revival of the Bill follows almost immediately on the speeches of Mr. Ford and Mr. Leverton. Is this a case of *post hoc* or *propter hoc?* We rather fancy that we shall have an exceedingly prolonged "chortle" in Parliament and the press over "representative" solicitors having renounced the error of their ways in opposing a scheme intended to transfer their fees to a Government office.

Among the other topics discussed at the meeting, the scheme of legal education by means of "coaches" adopted by the council came in for some animadversion. It is avowedly only an experiment; defensible on the ground that one of the duties of the society is to provide legal education for articled clerks; that the desertion of the classes had plainly shewn the preference of articled clerks for the system of "coaches," and that, if the society was to continue to teach, there was no practicable alternative but to set up public "coaches." Time alone will shew whether the scheme will be successful; and, as we have often remarked, the real test will be the proportion of candidates prepared by the society's tutors who pass the examinations. It must be admitted that in the contest between the leading private "coaches"—men of ability who have for many years devoted themselves with great diligence to the work of boiling down legal knowledge, considering the bent of examiners, and preparing "tips"—and the society's tutors, the latter will have a hard struggle; but in fairness condemnation of the new scheme should be withheld until a sufficient time has elapsed to shew its results. We have never concealed our opinion that the Incorporated Law Society should give up teaching, but we think we know the reasons which induce the council to cling to the practice; there is great weight in them, and, in spite of our view, we shall rejoice if the new scheme proves a success.

The twelfth edition of the Index of Statutes has just been published. As regards the form of the work, this edition is a new departure. The edition published in 1890, like those which preceded it, consists of two parts, which, though separate, are arranged for combined use. The first part is a chronological table of the statutes, shewing all the total or partial repeals, whilst the second part is an index to the statutes in force at the time. The new edition consists of an index of the statutes in force down to, and including, 1892, but the chronological table has been omitted altogether, the new volume being royal octavo instead of imperial octavo. This alteration is probably due to financial considerations. We observe, however, that, in spite of the considerable diminution in the cost of production (the chronological table comprised about one-third of the volume published in 1890), the price of the work remains the same, namely, ten shillings. It seems a pity that the continuity of the publication, as to size and subject-matter, has not been preserved—even if that involved an increase in the price. The usefulness of the chronological table is second only to that of the index. The table shews at a glance whether a given enactment has been repealed or not. At present a reference to the table published in 1890 has to be supplemented by an examination of the tables appended to the *Law Reports*, shewing the effect of the legislation for the years 1890, 1891, and 1892. As time goes on, the process of referring to the effect of the legislation for every year since 1889—and this would be necessary if there are to be no further editions of the table—would become more and more laborious. Seeing that scarcely a session now passes without the introduction of at least one Statute Law Revision Bill, it certainly seems desirable that the chronological table should be kept fairly up to date. We believe, however, that at any rate one more edition is to be published as a companion volume to the new edition of the index. The new index, which has been prepared under the editorship of Mr. A. Pulling, is a great deal more than a mere re-issue of the edition of 1890, with the amendments and additions rendered necessary by the legislation of 1890, 1891, and 1892. New titles have been added, and the references grouped under new headings wherever it seemed possible to effect any improvement in the method of arrangement. For instance, instead of "London" being dealt with—as in the edition of 1890—under the sub-headings "City," "County," "Port," and "Diocese," we now have a main title, "London, County," with an entire re-arrangement of the various headings and sub-headings thereunder. Considering the enormous complexity of the subject-matter the work now seems as perfect a specimen of index-making as is ever likely to be produced.

In the decision in *Re The English, Scottish, and Australian Chartered Bank* (reported elsewhere) the Court of Appeal have recognized that the law must act with the promptitude which modern discoveries render possible. The case arose upon a scheme of arrangement proposed between the bank and its creditors under section 2 of the Joint-Stock Companies Arrangement Act, 1870. This empowers the court, in addition to any other of its powers, to order a meeting of the creditors to be summoned, and, if a majority in number, representing three-fourths in value, of the creditors present at the meeting, either in person or by proxy, agree to the arrangement, "it is, if sanctioned by the court, to be binding on the creditors, and also on the liquidator and contributories of the company." As was pointed out by Lindley, L.J., in *Re Alabama, &c., Railway Co.* (1891, 1 Ch., at p. 239), the duty of the court, when a scheme comes before it for its sanction under this section, is to see that the provisions of the statute have been complied with, and that the majority have been acting *bond fide*. It has also to see that the minority is not being overridden by a majority having interests of their own clashing with those of the minority whom they seek to coerce. And, further, the court has to look at the scheme on its merits, and see whether it is "a reasonable one, or whether there is any reasonable objection to it, or such an objection to it as that any reasonable man might say that he could not approve of it." As to this last point, the same judge observed in the present case that, although it is not the function of the court simply to register the resolution of the creditors, yet the creditors are the best judges of what is most for their interest. Their motive is to get back their money, and this, it may be presumed, is as strong as the desire of the court to do what is right, while they are in a better position than the court to know how this object can most successfully be effected. Practically, then, all that the court has to do is to see that the creditors are acting *bond fide*, and that the scheme will not inflict any clear injustice on the dissentient minority. In these respects the court had no fault to find with the proposed scheme, but on the technical ground, whether the provisions of the Act had been complied with, the objection was taken that the creditors approving the scheme were not present at the meeting, "either in person or by proxy." The meeting was held in London and the voting was chiefly conducted by proxies filled up in Australia, the results being telegraphed to London. Such a procedure was so obviously convenient, and under the circumstances so necessary, that it must have been very clearly opposed to the requirements of the Companies Acts for the Court of Appeal to refuse to sanction it. But all that the Companies Act, 1862, says seems to be contained in section 91, by which the court is empowered, in winding-up matters, to have regard to the wishes of the creditors "as proved to it by any sufficient evidence," and the same rule may properly be applied to meetings under the Act of 1870, which is to be read as part of the Act of 1862. The only question, therefore, is whether the telegraphic message was sufficient evidence of the result of the proxies, and although, under different circumstances, it might be desirable to have the chance of scrutinizing the proxy papers, yet, where the majorities in favour of the scheme purported to be so overwhelming, this was considered unnecessary.

The House of Lords have affirmed the decision of Pollock, B., and of the Court of Appeal in *Tomkinson* v. *Balkis Consolidated Co.* (39 W. R. 693; 1891, 2 Q. B. 614), and have held that

a certificate issued by a company may act as an estoppel in favour of the person to whom it is issued, as well as in favour of a purchaser from him. In *Re Bahia and San Francisco Railway Co.* (16 W. R. 862, L. R. 3 Q. B. 584), the leading case on the subject, the person relying upon the estoppel was a purchaser. T. was the registered holder of shares. By means of a forged transfer the company were induced to remove T.'s name and place S. & G. on the register as holders of the shares, at the same time giving them certificates. The shares were afterwards transferred to A., who in turn was registered, and received certificates. Upon the forgery being discovered the company were ordered by the court to restore T.'s name to the register, but A. was held to be entitled to recover from the company damages for the loss of the shares. A representation had been made by the company with the intention that it should be acted upon, and, as against a person acting upon it, they were estopped, therefore, from denying its truth. Here the estoppel was created by the certificates issued to S. & G., and the person who had acted upon the certificate, and in whose favour the estoppel operated, was the transferee from them. But there is nothing in the principles laid down by the judgments to prevent the estoppel acting also in favour of the person to whom the certificate is issued, if, by acting upon it, he suffers loss. "The certificate," said COCKBURN, C.J., "is a declaration by the company to all the world that the person in whose name the certificate is made out, and to whom it is given, is a shareholder in the company, and it is given by the company with the intention that it shall be so used by the person to whom it is given, and acted upon in the sale and transfer of shares." The company, that is, contemplate that the person to whom the certificate is issued shall act upon it, and if he does so to his hurt, he has, so the House of Lords have held, his remedy against them. It is to be noticed that the case was not that of a forged transfer, and on this ground it is distinguishable from *Sim* v. *Anglo-American Telegraph Co.* (28 W. R. 290, 5 Q. B. D. 188). In *Tomkinson* v. *Balkis Consolidated Co.*, at the time when the certificate was issued to T., P., who purported to have transferred the shares, was not in fact the registered owner, and the misrepresentation contained in the certificate, therefore, could have been avoided by referring to the register. In the case of a forged transfer the company has no such ready means of discovering the error. The distinction was taken by Lord FIELD, but the majority of the House, the Lord Chancellor and Lord MACNAGHTEN, seem to have based their decision on broader grounds.

THE LAW OF DISCOVERY.

THE case of *Budden* v. *Wilkinson*, decided by the Court of Appeal on Friday last (reported elsewhere), dealt with several important points on the law of discovery. The plaintiffs in an action of trespass with a counter-claim in ejectment claimed to protect certain documents from production, their affidavit running as follows:—"We have also in our possession or power certain documents numbered one to twenty-six inclusive, which are tied up in a bundle and marked A, and initialed by the deponent GEORGE SMEATON BUDDEN. The said documents last mentioned relate solely to the title or to the case of us, the plaintiffs, and not to the case of the defendant, nor do they tend to support it, wherefore we object to produce the same, and say they are privileged from production."

Now it will be remembered that it is usual in claiming the above privilege to insert in the affidavit a statement that the documents "contain nothing impeaching the case or title" of the party seeking to protect them. In the affidavit under discussion this statement was omitted, and, accordingly, one point which arose was whether or not this omission was fatal to the claim for protection. With respect to deeds and documents of title it is well settled that such an omission on the part of a defendant in ejectment is not fatal to the claim (see *Ind Coope* v. *Emmerson*, 36 W. R. 243, 12 App. Cas. 300; *Morris* v. *Edwards*, 15 App. Cas. 309). In *Budden* v. *Wilkinson* the plaintiff in trespass was defendant in ejectment, and, therefore, so far as title deeds were concerned, the point was covered by authority. But the privilege claimed extended to other documents, and was not confined to title deeds, and so the opinion of the court, that the affidavit was sufficient and the privilege rightly claimed, involved a holding that in an action of trespass, where the defendant denies that the plaintiff is in possession (which was one of the issues in this action), it is unnecessary for the plaintiff to allege, in his affidavit claiming privilege, that the documents he seeks to protect "contain nothing impeaching the title or case" of the defendant. The question whether or not the plaintiff is in possession is no more complex an issue than the question whether or not a contract has been made. If, in the one case, the above allegation is unnecessary in order to protect documents from production, it would seem to be equally unnecessary in the other case; and if it is unnecessary in an action of contract it is not necessary in any case.

Another point taken was, whether a party to an action could under any circumstances, even by inserting the above allegation, protect documents on the ground that they related solely to his own *case* and not to the *case* of his opponent, and did not tend to support the *case* of his opponent or impugn his own. If the word *title* were substituted for *case* there is no doubt that the documents would be privileged, but the use of the word title produced in the minds of many persons (and not without grounds: see *McLean* v. *Jones* (66 L. T. 653)) an impression that a privilege could be thus claimed for title deeds to real property which would not extend to other documents. The better opinion, however, seems to have been that there was no difference in this respect between title deeds and other documents, and that a person having in his possession documents admittedly relating to the matters in question, provided they related exclusively to his own case (be it one of title or not) and not to the case of his opponent, and did not impugn his own case, was not bound to produce them (see *The Attorney-General* v. *Thompson* (8 Hare, 106); *Peile* v. *Stoddard* (1 M. & G. 192), an action of assumpsit; *Greenwood* v. *Greenwood* (6 W. R. 119), an administration action; *Bewicke* v. *Graham* (29 W. R. 436, 7 Q. B. D. 400), an action on a bill of exchange; *Bulman* v. *Young* (31 W. R. 766), an action for breach of contract for the sale of a steamer). "In many cases it was not a question of title at all, and the proposition ought to be that a party is not entitled to see any document which does not tend to make out his case": per KINDERSLEY, V.C., in *Jenkins* v. *Bushby* (35 L. J. Ch. 400). Moreover, this was the view taken by WIGRAM, V.C., in his work on Discovery: "From the language of some of the cases it might, perhaps, be inferred that title deeds and documents of title were privileged in a manner not applicable to other documents. The author is not aware than any such privilege can be defended upon principle. If the plaintiff can read from the defendant's answer an admission which shews that he has an interest in a title deed for the purposes of the suit, all the cases shew that he will be entitled to have it produced, and if he cannot read such admission as to any other document, the cases equally shew that he will not be entitled to see it. In practice, indeed, a difference may exist between title deeds and other documents—such, for example, as letters, &c., but this difference, it is conceived, is to be attributed only to that laxity in practice which invariably increases as the importance of applying principles with strictness is diminished" (Wigram on Discovery, 2nd ed., pp. 243, 244).

The third point taken in this case was that the documents sought to be protected were not sufficiently described, and that the party seeking to protect them was bound to give the court some means of testing the accuracy of the statement he had sworn to—viz., that the documents related exclusively to his own case and not to the case of his opponent, and did not assist his opponent's case. The case relied on was *The Attorney-General* v. *Emmerson* (31 W. R. 191, 10 Q. B. D. 191), where the party claiming protection had, in fact, described the documents, and his description had enabled the court to see that his statement, that they related exclusively to his own case, was, in all probability, to be taken *cum grano salis*. The fact that the defendant in that case had described the documents falls far short of establishing that he was bound to do so, while the case of *Taylor* v. *Batten* (27 W. R. 106, 4 Q. B. D. 85) decided that he was not so bound. "We must remember," said COTTON, L.J., in delivering the judgment of the court, "that the plaintiff

is bound to take the affidavit as true unless it can be shewn that there is some reason on the face of it why it cannot be relied on. The affidavit is sufficient if the documents are sufficiently identified. But it is said that the plaintiffs are entitled to be put in such a position as to test the truth of the affidavit by the description of the documents. That, however, is, in our opinion, erroneous. The only object of the affidavit is to enable the court to order the documents to be produced if it think fit to make an order to that effect; and if words are used which, if true, protect the documents, no further particularity is necessary than in the case of documents for which protection is not claimed." In other words, the defendant in *The Attorney-General* v. *Emmerson* would have protected his documents if he had not described them.

The conclusion of the whole matter is this: If a party in his affidavit of documents can say, "I have in my possession certain documents numbered, &c., tied up in a bundle marked A (identifying them). The said documents relate solely to my case and not to the case of the [plaintiff or defendant], nor do they tend to support it," then *Taylor* v. *Batten* decides that documents so described are sufficiently identified and *Bewicke* v. *Graham* decides that documents so described are privileged. Perhaps it would be as well that the party claiming production should not be so completely bound by the mere oath of the party claiming protection. Perhaps it would be as well if the latter were bound to give the court some means of testing the truth of the assertion. All that can be said is that the law at present imposes no such duty, and we can only hope that persons will not be found capable of abusing the confidence so implicitly reposed in them by the court.

PROPERTY IN THE PROCEEDS OF WASTE.

The question of property in the proceeds of timber felled during the estate of an owner who is not entitled to retain them for his own absolute use has given rise to a multitude of decisions, and several interesting distinctions have been established. The owners of the land who are entitled so to keep the proceeds are tenant for life without impeachment of waste (*Lewis Bowles's case*, 11 Rep. 79b), tenant in tail, though after possibility of issue extinct (Co. Litt. 224a, 2 Black. 115; *Williams* v. *Williams*, 15 Ves. 419, 12 East, 209), and, of course, tenant in fee. Any other owner who fells timber commits legal waste, while tenant for life not impeachable for waste commits equitable waste if he fells ornamental timber. This is the proper meaning of the term "equitable waste," and the mere fact that the limitations of the settlement are equitable, and not legal, limitations does not impress waste committed by the equitable tenant for life impeachable for waste with the character of equitable waste. The form of the limitations does not affect the rights *inter se* of the parties beneficially entitled: *Simpson* v. *Simpson* (1879, 3 L. R. Ir., p. 316); and indeed, as the tenant for life is at law tenant at will to the trustees, waste committed by him is strictly legal waste.

Waste, whether legal or equitable, is a wrongful act, but there may be a rightful cutting of timber even during the estate of an owner punishable for waste. This happens when the timber has been cut by the order of the court, or where it has been cut by the direction of the trustees, provided the cutting has been for the benefit of the estate, and was such that the court will adopt it. But it seems that a cutting of timber by the tenant himself punishable for waste will never be regarded as rightful upon this ground: *Seagram* v. *Knight* (L. R. 2 Ch. 632). The case of tenant for life of a timber estate, of an estate, that is, cultivated for the sake of the timber, and where this is cut periodically, stands, of course, on quite different grounds. The life tenant then takes the proceeds as the ordinary income of the estate: *Honywood* v. *Honywood* (L. R. 18 Eq. 306), *Dashwood* v. *Magniac* (1891, 3 Ch. 306).

Such being the cases in which a question can arise as to the proceeds of timber, it is natural to deal first with legal waste, and here it is settled that the timber, immediately on being cut, belongs to the owner of the first vested estate of inheritance. "If," it was resolved in *Udal* v. *Udal* (Aleyn, 81), "there be tenant for life, the remainder for life, and tenant for life cut down timber trees, he that hath the inheritance may seize them, although he cannot have an action of waste during the life of him in remainder." He could not have an action of waste, for this involved the recovery of the place wasted, which would be an injustice to the remainder for life, it being considered that the land could not go back to a previous life owner after recovery by the owner of the inheritance: *Garth* v. *Cotton* (1 Wh. & T. L. C., 6th ed., p. 806). But he might bring trover for the trees (*Whitfield* v. *Bewit*, 2 P. Wms. 240); or, if they had been sold, an action for money had and received (*Gent* v. *Harrison*, Johns. 517); or, if the legal remedy failed, sue in equity for an injunction and an account (*Seagram* v. *Knight*, *suprà*).

Udal v. *Udal* (*suprà*) also determined that contingent estates of inheritance are excluded, but the leading authority on this point is Lord Hardwicke's celebrated judgment in *Garth* v. *Cotton* (*suprà*). "The common law," he said, "doth not, nor can, consider the contingent uses as having any existence till they happen; therefore, according to *Lewis Bowles's case* and *Udal* v. *Udal*, an estate in contingency is no estate till the contingency happens. And when the trees are severed the property must immediately vest in somebody, and that can only be in the first remainderman of inheritance vested; and on the foundation of that property he may maintain trover for them." This ignoring of the contingent uses applies, however, only after the timber has been severed. Before the waste was committed, the trustees to preserve contingent remainders might obtain an injunction, though afterwards, when the timber was severed, and the property in it had vested in the owner of the first vested estate of inheritance, there was no equity to take it away from him. But this supposed that he was innocent in the matter. If he had colluded with the tenant for life, then, as Lord Hardwicke determined in *Garth* v. *Cotton*, equity would interfere on the ground of the collusion and covin, and secure the proceeds for the benefit of the contingent remainderman.

There is perhaps no good reason why equity should not always have interfered in the same interest, and in *Bagot* v. *Bagot* (32 Beav., p. 523) Lord Romilly, M.R., objected to the strictness of the legal rule, intimating that where a tenant for life committed waste, the produce would not belong absolutely to the first tenant in tail *in esse*, while there was a possibility of prior tenants in tail coming into *esse*; but in *Cavendish* v. *Mundy* (W. N., 1877, p. 198) Jessel, M.R., regarded this as unsettling an established principle of law, and re-enunciated the rule in *Garth* v. *Cotton* with the exception in favour of contingent remainders only in the case of collusion. The exception holds, too, where the tenant for life is himself the owner of the first vested estate of inheritance: *Williams* v. *Duke of Bolton* (3 P. Wms. 268), provided that, under the circumstances, he can be regarded as colluding with himself in his character of remainderman to defraud the contingent remainders: *Birch-Wolfe* v. *Birch* (L. R. 9 Eq. 683).

In these cases of collusion it might be supposed that the proceeds would be preserved for the sole benefit of the person in whom the inheritance subsequently vests, and this view was pressed upon the court in *Powlett* v. *Duchess of Bolton* (3 Ves. 374). But Lord Loughborough, C., held that the wrongful cutting must be regarded as a wrong upon the settlement, with the result that the property which had been by the fraud taken from the settlement ought to be restored to it. The proceeds, therefore, were directed to be laid out in land to be settled accordingly, and the income would thus go to intermediate remainders for life. Probably the exception in cases of collusion, although originally founded on the fact that the contingent remainders were supported by the estate limited to the trustees, remains the same now that trustees are no longer required, though in the absence of trustees there may be no one who can sue for an injunction (1 Wh. & T. L. C., 6th ed., p. 853).

The above authorities, in giving the proceeds of the timber to the owner of the first vested estate of inheritance, do not seem to contemplate the case of an intermediate life estate without impeachment of waste, and as such a life tenant could cut the timber when his estate fell into possession, it might be supposed that the proceeds of a prior wrongful cutting would go to him. But the distinction has been taken that he has no interest under the words "without impeachment of waste" unless he himself actually exercises his power to cut timber (*Lewis Bowles's case*, *suprà*), and, consequently, he takes no

property in the timber on a wrongful cutting by a previous tenant for life: *Pigot* v. *Bullock* (1 Ves. jun. 479), *Gent* v. *Harrison* (*suprà*).

The above rule, and the exception to it, shew the two views which have prevailed as to the proper destination of the proceeds of waste. On the strict theory of law, since the property in the timber must vest in somebody at once, it vests in the owner of the first vested estate of inheritance. But, regarding the wrong as one done to the settlement, the natural course is to subject the proceeds to the uses of the settlement. In the case of equitable waste there appears to be some doubt which theory should be acted on. In *Honywood* v. *Honywood* (L. R. 18 Eq. 306) JESSEL, M.R., said that, where ornamental trees are improperly cut down, "the proceeds are invested so as to follow the uses of the settlement—that is, to go along with the estate according to the settlement—giving the income to the tenant for life and so on." And in *Duke of Leeds* v. *Earl of Amherst* (2 Ph. 117) Lord COTTENHAM, C., regarded the commission of equitable waste as a diverting of part of the estate from its proper purpose, with the result that he treated the proceeds as land for the purpose of the Real Property Limitation Act, 1833, and allowed the remainderman twenty years from the death of the tenant for life.

On the other hand, the wrong in the case of equitable waste does not materially differ from that in the case of legal waste, and there is no clear reason why equity, in dealing with the proceeds recovered, should not follow the rule at law. This is in accordance with the decision of Lord HARDWICKE in *Rolt* v. *Somerville* (2 Eq. Cas. Abr. 759). Land was settled to A., a woman, for life, without impeachment of waste; remainder to B. for life, without impeachment of waste, remainders over. A. married C., who, to make the most of the estate during his wife's life, cut down ornamental timber, and committed other equitable waste. Upon a bill brought by B. to compel C. to account for the proceeds, it was held that, before the commission of the waste, the court would have interfered at the suit of B. by injunction; but, after the mischief was done, B. was not entitled to satisfaction, the damage being to the inheritance. In *Marquis of Ormonde* v. *Kynnersley* (7 L. J. Ch. (O.S.) 150), Lord LYNDHURST, C., treated this case as establishing that the same rule prevailed with regard to equitable as to legal waste, so that subsequent tenants for life could not sue to recover the proceeds of it; and in *Simpson* v. *Simpson* (*suprà*), where the authorities were reviewed by CHATTERTON, V.C., this was regarded as the correct rule.

The equitable rule applies, however, where the cutting of the timber has been rightful, as where it has been ordered by the court. The proceeds are treated as part of the estate and follow the uses of the settlement. Hence the tenant for life, although impeachable for waste, takes the income. But here the *corpus* does not necessarily wait for a person entitled to the inheritance. If there is a tenant for life not impeachable for waste he is entitled to the principal of the fund so soon as his estate falls into possession: *Waldo* v. *Waldo* (12 Sim. 107), *Phillips* v. *Barlow* (14 Sim. 263), *Gent* v. *Harrison* (*suprà*).

It is to be noticed that the right of the remainderman to recover the proceeds of sale as against the tenant for life or his personal representatives is a mere money claim, and hence is liable to be barred in six years from the time when it accrues: *Seagram* v. *Knight* (*suprà*), *Higginbotham* v. *Hawkins* (L. R. 7 Ch. 676). In the case of legal waste where the tenant for life alone is concerned, and so too, if the decision in *Marquis of Ormonde* v. *Kynnersley* (*suprà*) was correct, in the case of equitable waste, time is reckoned from the commission of the waste. But where there has been collusion between the tenant for life and the remainderman, so that the money follows the uses of the settlement, time runs apparently from the death of the tenant for life. The succeeding owner, however, who then ought to claim, claims on behalf of all the owners successively entitled, and all are barred together: *Birch-Wolfe* v. *Birch* (*suprà*). And the same rule would apply also where, by reason of the cutting being rightful, the proceeds of sale go into the settlement. In *Duke of Leeds* v. *Earl of Amherst* (2 Ph. 117) and *Harcourt* v. *White* (28 Beav. 303) the circumstance that the claim, whenever it must be brought, is a money demand liable to be barred in six years was overlooked, and in consequence, in the former case, the tenant in tail in remainder was allowed to recover the proceeds of equitable waste thirty-eight years after it had been committed, the suit having been brought within twenty years of the death of the tenant for life. In *Morris* v. *Morris* (6 W. R. 427), STUART, V.C., objected to this result, but without shewing wherein the error lay. In *Harcourt* v. *White*, again, ROMILLY, M.R., considered that the statutory period of twenty years must be allowed, though he held the plaintiff to be barred by his *laches*.

LEGISLATION IN PROGRESS.

PUBLIC COMPANIES.—The Lord Chancellor in moving the second reading of the Companies (Certificate of Incorporation) Bill said there had been a recent decision of the courts which had rather taken the public by surprise, to the effect that although a company might have been apparently incorporated with due regularity, yet if it were afterwards shewn that any mistake had been made the company did not come under the Companies Acts. The object of the Bill was to provide that a certificate of incorporation should be conclusive that the company was duly and properly incorporated. He had submitted the Bill to the judges who had decided the case to which he had alluded, and they considered that the proposed change in the law was advisable. The Bill was read a second time.

SITES FOR PLACES OF WORSHIP.—The Places of Worship (Sites) Bill has been read a third time in the House of Lords and passed.

INVESTMENT OF TRUST FUNDS.—The Trust Investment Bill, introduced by Lord MACNAGHTEN, provides by clause 2 that it shall be lawful for a trustee, unless expressly forbidden by the instrument (if any) creating the trust, to invest any trust funds in his hands in the mortgages, bonds, debentures, or consolidated or other stock of any port authority in regard to which the conditions specified in clause 4 are fulfilled. By clause 3 the expression "port authority" means the commissioners, trustees, or other public body having by statute the management of any port or harbour within the United Kingdom. The conditions contained in clause 4 are as follows:—(1) The mortgages, bonds, debentures, or stock of the port authority must be secured by a first charge on the property and undertaking of such authority; (2) the tonnage of the shipping cleared from the port or harbour for the preceding financial year must be not less than one million registered tons; (3) the net revenue of the port authority, after providing for the expenses of management and maintenance, and the interest of any money charged on their property or undertaking, must have been not less than five per cent. of their gross revenue for each of the last preceding five financial years; (4) the net revenue must be applicable only towards the extinction, by way of sinking fund or otherwise, of any debt of the port authority, or the improvement or extension of their undertaking, or other public purposes connected therewith. Clause 5 provides that a certificate purporting to be signed by the chairman, and countersigned by the secretary of the port authority, to the effect that the conditions are fulfilled, or a copy of the last annual report containing such a certificate signed by the chairman or the auditors, shall be *primâ facie* evidence that the conditions have been fulfilled, and shall exonerate trustees investing on the faith of it. The Bill has been read a second time in the House of Lords.

STATUTE LAW REVISION.—The Statute Law Revision (No. 2) Bill has been introduced by the Lord Chancellor and read a first time.

LIVERPOOL COURT OF PASSAGE.—The Liverpool Court of Passage Bill has been read a third time in the House of Commons.

REVIEWS.

BOOKS RECEIVED.

Index to the Statutes in Force. Twelfth Edition. To the End of the Session 55 & 56 Vict. (1892). By Authority. Printed for Her Majesty's Stationery Office by Eyre & Spottiswoode.

In consequence of the heavy nature of the business at the Derby Assizes, Wright, J., will attend there on Monday next and the following day or two in order to assist Vaughan Williams, J., with the trial of actions. At the conclusion of the business there Vaughan Williams, J., will return to London.

For some years prior to his death, says the *Daily Telegraph*, the late Mr. Justice Mellor owned a fine residential and sporting estate, 1,400 acres in extent, at Otterhead, Devon. By his will he directed the trustees to sell the property, and the sale has lately been carried out by Mr. Mellor, Chairman of Committees in the House of Commons, and his two brothers, the purchaser being Mr. Lewis Lloyd, of Rhayader, South Wales.

CORRESPONDENCE.

STAMPS ON ASSIGNMENTS OF LIFE POLICIES.

[To the Editor of the Solicitors' Journal.]

Sir,—If I may venture to prophesy—though I am quite aware how foolish it is to do so—when the question referred to in the articles in your issues of the 1st and 15th of July inst., as to the possibility of substituting for an unstamped assignment of a policy a subsequent one duly stamped, comes to be decided, the decision will be in the sense of Sir Edward Clarke's opinion to which you refer.

The object of the Act is to compel the stamping of all instruments dealing with policies when they are executed, and I believe the judges will lean to any construction that may give effect to this intention.

With great submission, I am altogether unable to concur in your suggestion in the first article you published that "an unstamped assignment of a policy on life is absolutely void." The Act does not say this, it only provides that no unstamped assignment shall confer a right to sue or give a valid discharge, quite another thing from declaring it absolutely void. Indeed, the 2nd sub-section of the section you quote, imposes a specific penalty on the company making a payment on an unstamped policy, the payment of the stamp duty and penalty. If the assignment were absolutely void, the company making the payment would be subject to a far more serious penalty, a liability to pay the amount a second time.

I fail to understand, therefore, why the interest of the assignor in a life policy should not pass by an unstamped assignment just as much as the legal estate in freeholds by an unstamped grant. Neither instrument is capable of being given in evidence until it is stamped, the moment it is impressed with the proper duty it supersedes every subsequent instrument. Why if in the case of land, keeping back a first (unstamped) conveyance and shewing only the second would be committing a fraud, does not the same reasoning apply to an assignment of a life policy, why should not the insurance society or any person interested in the policy have a right to have the first assignment stamped in like manner?

I do not like to differ from your correspondent, L. W. L. (whose identity I think I discern under his initials) and for whose opinion I entertain a most unfeigned respect, but I confess, had it not been for his letter, I should have supposed that it was beyond question that no second conveyance could set right the objection to a title caused by an unstamped conveyance. I am supposing, of course, a case in which the unstamped deed cannot be practically dispensed with as it was in *The Birkbeck Freehold Land Society* case. If authority were wanted, I should have fancied it would be found in the case he cites (*Whiting* v. *Loomes*, 17 Ch. D. 10), a decision of the Court of Appeal. My experience is not so lengthy as that of L. W. L., but it extends over more than thirty years of some considerable practice in conveyancing, and I cannot at this moment recollect a single case where the practice he refers to as so common in his district has come under my notice. H.

Hereford, July 17th.

[See observations under head of "Current Topics."—ED. *S. J.*]

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

LONG VACATION NOTICE, 1893.

During the vacation until further notice:—All applications which may require to be immediately or promptly heard, are to be made to the judges who for the time being shall act as vacation judges.

COURT BUSINESS.—Mr. Justice Wright, one of the vacation judges, will, until further notice, sit in Chancery Court I., Royal Courts of Justice, at 9.45 a.m. on Wednesday in every week, commencing on Wednesday, 16th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

Special notice.—Applications for payment of money out of court will be treated as vacation business, subject to further order.

CHANCERY CHAMBER BUSINESS.—The chambers of Mr. Justice Chitty will be open on Tuesday, Wednesday, Thursday and Friday in every week, from 10 to 2 o'clock. Mr. Justice Wright will, until further notice, hear urgent summonses which may be adjourned to him in Chancery Court II. (Carey-street entrance), on Wednesday, 16th of August, at 9.45 a.m., and subsequently on Wednesday in every week, at 9.45 a.m. A further time will be appointed for any cases that cannot then be conveniently disposed of.

QUEEN'S BENCH CHAMBER BUSINESS.—Mr. Justice Wright will also sit for the disposal of Queen's Bench business in judges' chambers on Tuesday and Thursday in every week, until Thursday, September 14th. The business at Queen's Bench judges' chambers on Tuesdays and Thursdays will be arranged as follows:—

At 9.45—Ex parte applications and non-counsel summonses.
At 10.30—Counsel summonses (section A.)
At 11.30—Counsel summonses (section B.)

Cases in the Queen's Bench summons list will be called on and disposed of peremptorily in the order in which they stand, but not earlier than the time at which the section in which they are respectively placed is marked to come on in the daily list.

N.B.—No cases, except appeals, will be placed in the judge's list, unless counsel or the solicitor for the applicant certifies in writing that the matter is urgent.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—On other days during the first part of the vacation, until September 16th inclusive, or further notice, when the vacation judge is not sitting in court or chambers, applications in urgent matters may be made in person, or by post, to his lordship, at Headley Park, Hants (Bentley Station, L. and S. W. Ry., from Waterloo Main Line).

APPLICATIONS BY POST OR RAIL.—If the application, being a Chancery matter, is made by post or rail, the following papers must be sent to the judge—viz., the brief of counsel, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

Special Notice.—Appeals and other opposed summonses which may be dismissed, will ordinarily be dismissed with costs to be taxed and paid.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following papers for the Vacation Judge are required to be left with the cause clerk in attendance at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, on or before 1 o'clock on the Monday previous to the day on which the application to the judge is intended to be made:—

1.—Counsel's certificate of urgency, or note of special leave granted by the judge.

2.—Two copies of writ and two copies of pleadings (if any), and any other documents shewing the nature of the application.

3.—Two copies of notice of motion.

4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—When the cause clerk is not in attendance, the judge's papers may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

N.B.—No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested when the application has been disposed of to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

(CHANCERY REGISTRARS' OFFICE.)

The Chancery Registrars' Office will be open daily. On Tuesday, the 15th of August, and on the same day in ever succeeding week during the vacation, the registrar in attendance will see solicitors requiring alterations necessary in orders to be acted on by the paymaster; but the order, and any necessary papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1886, ought to be left at his seat not later than 12 o'clock on the previous day.

Chancery Registrars' Chambers, Royal Courts of Justice,
July 13, 1893.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Tuesday, the 11th day of July, 1893.

I, Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby transfer the actions mentioned in the schedule hereto from the Honourable Mr. Justice Chitty and the Honourable Mr. Justice Kekewich respectively, to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice CHITTY.

John Wood (Plaintiff) and Elmore's French Patent Copper Depositing Co., Limited (Defendants) 1893 W No. 1,038

Mr. Justice KEKEWICH.

Philip Triggs (Plaintiff) and Elmore's French Patent Copper Depositing Co., Limited (Defendants) 1893 J No. 861

HERSCHELL, C.

CASES OF THE WEEK.

Court of Appeal.

Re **GERARD'S SETTLED ESTATES**—No. 2, 18th July.

SETTLED LAND—IMPROVEMENTS—CAPITAL MONEYS—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 21, SUB-SECTIONS (3), (7); s. 25—SETTLED LAND ACT, 1890 (53 & 54 VICT. c. 69), s. 13, SUB-SECTIONS (2), (4).

Appeal by Lord Gerard, the tenant for life of the Gerard Settled Estates, from the decision of Chitty, J. An estate called Eastwell Park had lately been purchased by Lord Gerard and the trustees of the Gerard Settled Estates, and was held subject to the same trusts as the rest of the Gerard Settled Estates. The tenant for life had requested the trustees to apply certain "capital moneys" in their hands in payment of certain "improvements" proposed to be made on the Eastwell Park Estate. The proposed improvements consisted (*inter alia*) of additions to and alterations of the existing mansion-house at Eastwell Park, *e.g.*, the building of two additional towers to match towers already existing, the building of an additional wing, the facing of the north side of the house with stone, and the introduction of mullioned windows, the pulling down of the present portico and the erection of a new one; also the building of a small Roman Catholic chapel; the building of new and improved stables; the erection of a small house for the residence of the estate agent. The total cost of the proposed improvements was estimated at £18,250, of which £7,250 was in respect of the stables and the agent's house. The gross annual income of all the Gerard Settled Estates was £50,000, and the net income about £30,000. It appeared from the evidence that the present mansion-house at Eastwell Park was an old-fashioned building; but there was no evidence to shew that the building such as it stood was not in good repair. As to the stables, it was alleged that the existing stables were old-fashioned, inconvenient, and inadequate to the requirements of the mansion-house. It was not alleged, however, that they were actually in bad repair. As to the proposed new house for the estate agent, it was alleged that there was no proper accommodation for him on the property, and that he had hitherto resided in one of the farmhouses on the estate. The question was whether the above-mentioned proposed improvements were improvements authorized by the Settled Land Acts, 1882 and 1890. Section 21 of the Settled Land Act, 1882, enacts as follows:—"Capital money arising under this Act, subject to payment of claims properly payable thereout, and to application thereof for any special authorized object for which the same was raised, shall, when received, be invested or otherwise applied wholly in one, or partly in one and partly in another or others, of the following modes, namely, sub-section (3):—In payment for any improvement authorized by this Act; sub-section (7), in purchase of land in fee simple." Section 25 of the same Act specifies the improvements authorized by the Act, which include (*inter alia*) the erection of cottages for labourers and farm servants, and the erection of farmhouses, offices, and outbuildings, and other buildings for farm purposes; but that section makes no mention of any other class of building. Section 13 of the Settled Land Act, 1890, however, enacts that "improvements authorized by the Act of 1882 shall include the following":—sub-section (2), "Making any additions to or alterations in buildings reasonably necessary or proper to enable the same to be let; sub-section (4), the rebuilding of the principal mansion-house on the settled land: provided that the sum to be applied under this sub-section shall not exceed one-half of the annual rental of the settled land." Chitty, J., decided that none of the proposed improvements were authorized under the provisions of the Settled Land Acts, and that the trustees could not apply "capital moneys" in payment for the proposed improvements. The tenant for life appealed. Upon the hearing of the appeal the appellant's counsel abandoned the appeal, except with regard to the stables and the agent's house.

THE COURT (LINDLEY, LOPES, and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., said that the first question was as to the true mode of construing the Settled Land Acts. The appellant's counsel relied on the doctrine laid down in *Drake* v. *Trefusis* (23 W. R. 762, L. R. 10 Ch. App. 364), where it had been held under the Lands Clauses Consolidation Act, 1845, that money arising from the sale of settled land to a railway company, and which was to be laid out in the purchase of other land, might be applied to the erection of buildings on land subject to the settlement, and they contended that that doctrine was applicable under the Settled Land Acts to capital moneys; and that as, under section 21, sub-section (7), of the Act of 1882, capital moneys might be applied in the "purchase of land," so it might be applied in the erection of buildings on the settled land. But in his lordship's opinion the Settled Land Acts formed a code of their own, and he thought that it would be a mistake to apply to sub-section 7 of section 21 the principle of construction which had been adopted with regard to another Act, which had entirely different objects. Section 21 contained an enumeration of the purposes to which capital money might be applied, and, having regard to section 25, his lordship could not construe sub-section 7 of section 21 as authorizing that which the court had held could be done under the Lands Clauses Act. The line of cases under the latter Act was inconsistent with section 25 of the Act of 1882. The court must look at the Settled Land Acts alone, and see whether the proposed improvements were authorized by those Acts. His lordship could not find there anything which authorized the expenditure of "capital moneys" simply in beautifying an ugly house. This applied to several of the proposed improvements. The same observation applied to the chapel; if the tenant wished to have a chapel he must pay for it himself. The same observation applied also to the agent's house. But reliance was placed on the decision of Bacon, V.C., in *Re Houghton's Estate* (33 W. R. 869, 30 Ch. D. 102). His lordship was inclined to think that in that case the house was a farmhouse in which the agent lived, and, if so, there would be no difficulty in allowing the expenditure. If it was really a separate house for the agent, his lordship did not think that the Vice-Chancellor's decision was in conformity with the Act. As to the stables, nothing was said about stables in the Acts. It was said that the building of stables was authorized not so much under the Act of 1882 as under section 13 of the Act of 1890, which had certainly enlarged section 25 of the Act of 1882. The building of stables might be authorized by sub-section 2 of section 13 of the Act of 1890 if they were "reasonably necessary or proper to enable the same to be let." But, when there was no intention of letting, his lordship agreed with the decision of Chitty, J., in *Re De Teissier's Settled Estates* (41 W. R. 184; 1893, 1 Ch. 153) that capital moneys could not be expended for any of the purposes mentioned in sub-section 2 of section 13. Lord Gerard was not thinking of letting the Eastwell house; he intended to live in it. Some prospect of letting the house or some intention to let it ought to be shewn. Then sub-section 4 of section 13 authorized the expenditure of capital money in "rebuilding the principal mansion-house on the settled land," and it was said that the stables were part of the principal mansion-house, and that capital money, up to the statute limit, might be expended in rebuilding them. Whether stables were or were not part of the principal mansion-house was a question of fact in each particular case. It might be that in the present case the old stables were so used for the purposes of the principal mansion-house, and were so close to it, that they might be regarded as part of it. But could sub-section 4 apply when the pulling down of the old stables was merely to suit the fancy of the tenant for life? It was only an artistic fancy of the tenant for life, and could not be regarded as a rebuilding of the principal mansion-house, even assuming that it could have been so regarded if the stables had become ruinous or had been burnt down.

LOPES, L.J., concurred.

A. L. SMITH, L.J., also concurred, and added that in his view the words "one-half of the annual rental of the settled land" used in sub-section (4) of section 13 of the Act of 1890 meant the whole of the settled estate, and was not limited to the particular estate on which the mansion-house was situate. The other Lords Justices stated that they concurred in this view.—COUNSEL, *Byrne*, Q.C., and *Upjohn*; *T. C. Wright*. SOLICITORS, *Meynell & Pemberton*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

Re **ENGLISH, SCOTTISH, AND AUSTRALIAN CHARTERED BANK**—No. 2, 13th July.

COMPANY—WINDING UP—SCHEME OF ARRANGEMENT—PROXY—STAMP—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 91—JOINT-STOCK COMPANIES ARRANGEMENT ACT, 1870 (33 & 34 VICT. c. 104), s. 2—STAMP ACT, 1891 (54 & 55 VICT. c. 39), ss. 15, 80.

This was an appeal from a decision of Vaughan Williams, J. (*ante*, p. 619), provisionally sanctioning a scheme of arrangement under the Joint-Stock Companies Arrangement Act, 1870, of the affairs of the above-named bank. The case raised the questions (1) of the general principles by which the court is guided as to sanctioning a scheme which has been approved by the statutory majority of creditors; (2) of the validity of votes given by proxy communicated by telegram, and (3) of the requirements of the Stamp Act in relation of letters of attorney for appointing proxies. The bank was an English one, and the bulk of its shareholders were English, though its business was carried on in Australia. It was not registered, but was incorporated by charter in 1852. Its nominal capital was £1,500,000, of which £900,000 had been issued in 45,000 shares of £20 each. In April, 1893, it suspended payment, and on the 26th of that month a compulsory winding-up order was made. A petition to the court to sanction the scheme was presented by the official receiver, acting in the name of the bank. The scheme had been properly approved (as was alleged) by a statutory majority of creditors. The meeting of creditors was held under an order made by Vaughan Williams, J, on the 18th of May. On the 1st of July Vaughan Williams, J., sanctioned the scheme provisionally—subject to his being satisfied as to the proper constitution and corporate existence of the new company contemplated by the scheme under conditions suitable for carrying the scheme into effect. From that decision the present appeal was brought by seven Scotch insurance companies, which were creditors to the amount of £92,000. Under the scheme it was proposed to form a new bank, under the title of "The English, Scottish, and Australian Bank (Limited)," to be registered under the Companies Acts, 1862 to 1890, with a share capital of £1,575,000 in 45,000 shares of £35 each. It was contended on behalf of the appellants that the proposed scheme was agreed to really as one for the purpose of making a strong bank and not *bond fide* by a majority actuated by considerations of the interests of the creditors, and that the actual numbers of the majority were only obtained by admitting as valid the votes of Australian creditors who were not present either in person or by properly constituted proxies.

THE COURT (LINDLEY, LOPES, and A. L. SMITH, L.JJ.) dismissed the appeal.

LINDLEY, L.J., first dealing with the general question of the scheme said that, in his opinion, it was not just to say, as had been urged, that it was a scheme to resuscitate the bank and not to pay the creditors; rather it was a scheme to pay the creditors by resuscitating the bank, the only way by which the creditors could be paid. The scheme had been carried by an enormous majority, but that was not enough. There was more in section 2 of the Act of 1870 than that. The duty of the court in proceeding under that section had been already fully discussed by the courts, and his lordship did not know that he could add anything to what had been

said in *Re Alabama, New Orleans, Texas, and Pacific Junction Railway Co.* (35 SOLICITORS' JOURNAL, 137; 1891, 1 Ch. 213; 39 W. R. Dig. 49); there it was laid down that in exercising the power of sanctioning a scheme of arrangement conferred by the Act the court would not only ascertain that all the statutory conditions had been complied with, but would also consider whether the class of creditors summoned to the meeting was fairly represented by those who attended, and whether the statutory majority who approved of the scheme were acting *bonâ fide*, or were seeking to promote interests adverse to those of the class whom they professed to represent, and, generally, whether the arrangement was such as a man of business would reasonably approve. It was obvious, from the language of the Act and from the construction which had been put upon it, that the court did not simply register a scheme that had received the support of a statutory majority of creditors; on the other hand, it ought to be slow to depart from what the meeting had done, unless there was something pointed out as wrong. An objection was raised about the proxies. The Act required a majority in number representing three-fourths in value of the creditors or class of creditors present, either in person or by proxy, at the meeting; "by proxy" there meant "by living agent." The Australian creditors were not present themselves, but they were by proxy; the difficulty was that the papers, the paper proxies by which the living proxies were appointed, were not in this country. That difficulty had been foreseen by Vaughan Williams, J., and had been provided for by him in the order directing the calling of the meeting. By that order he provided that "the said creditors and contributories respectively be permitted to vote at the said meetings personally or by proxy, and that the creditors and contributories in Australia be at liberty to give proxies to persons to be designated for the purpose by the applicant"—the official receiver and provisional liquidator—"for or against the scheme, or to any other person entitled to vote at the meeting whom they may think proper: provided that such proxies be deposited at the office in Melbourne or Sydney of the company not later than three days prior to the holding of the meetings in London, and that particulars of the proxies so deposited be communicated by telegram to the applicant for use at the said meetings." That was a new form of order adapted to the necessities of the time; it was utilizing the new means of communication of the telegraph which it would be futile to be expected to disregard. The question was, Had Vaughan Williams, J., power to make such an order? The answer was to be found in reading section 91 of the Companies Act, 1862, and coupling it with section 2 of the Act of 1870. Section 91 of the Act of 1862 said that the court might, "as to all matters relating to the winding up, have regard to the wishes of the creditors or contributories as proved to it *by any sufficient* evidence," and might direct meetings to be called in such manner as the court directed for the purpose of ascertaining their wishes. It appeared to his lordship that it was not beyond the power of the judge to make the order he had made. So far, then, as to that objection to the proxies. Then it was objected, further, that there was something wrong with them in regard to the stamp. Section 80 of the Stamp Act, 1891, provided that (1) every letter or power of attorney for the purpose of appointing a proxy to vote at a meeting, and every voting paper, thereby respectively charged with the duty of one penny, ... was to be available only at the meeting specified and any adjournment thereof; (2) the duty of one penny might be denoted by an adhesive stamp, which was to be cancelled by the person by whom the instrument was executed, and a letter or power of attorney or voting paper charged with the duty of one penny was not to be stamped after execution: (3) every person who made, or executed, or voted, or attempted to vote, under or by means of any such letter or power of attorney or voting paper not being duly stamped, should incur a fine of £50, and every vote given or tendered under the authority or by means of the letter or power of attorney or voting paper should be void. That section must be construed with reference to the schedule, which prescribed for a letter or power of attorney, or other instrument in the nature thereof, "(1) for the sole purpose of appointing or authorizing a proxy to vote at any one meeting at which votes may be given by proxy, whether the number of persons named in such instrument be one or more, one penny"; and "(6) of any other kind whatsoever not hereinbefore described, ten shillings." Section 80 enabled you to use a proxy for the purposes of one meeting with a penny stamp only, and if in the present case the proxies given were proxies to which a penny stamp was applicable they would be bad on the ground of having been used without having been stamped first. But as an answer to the objection it was said that these proxies did not depend on the penny stamp section, but on the ten shilling stamp section, and his lordship thought that was the true answer, and then, if that was so, the 15th section applied, which said that, save where other express provision was in the Act made, any unstamped instrument might be stamped after execution on payment as therein mentioned. So that objection failed also. As to the merits of the scheme, there were objections to it that were plain enough, no doubt, but they were not strong enough to make the court refuse to give its sanction. The appeal must be dismissed.

LOPES and A. L. SMITH, L.JJ., concurred.—COUNSEL, *Finlay*, Q.C., *Phipson Beale*, Q.C., and *C. E. E. Jenkins; Latham*, Q.C., and *Howard Wright; Sir Horace Davey*, Q.C., and *Whinney; Cozens-Hardy*, Q.C., and *Swinfen Eady*. SOLICITORS, *Murray & Hutchins; Freshfields & Williams; Slaughter & May; Parker, Garrett, & Parker*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

BUDDEN *v.* WILKINSON—No. 2, 14th July.

PRACTICE—DISCOVERY—AFFIDAVIT OF DOCUMENTS—SUFFICIENCY—PRODUCTION OF DOCUMENTS—PRIVILEGE—DOCUMENTS RELATING SOLELY TO PLAINTIFF'S CASE—R. S. C., XXXI., 11-14.

Appeal by the plaintiff from a judgment of a divisional court (Mathew and Wright, JJ.) holding that an affidavit of documents made by the plaintiff was insufficient. The action was for trespass, and the defence pleaded was a right of way over the *locus in quo*. The defendant applied for discovery of documents, and the plaintiff made an affidavit in which he stated that he had in his possession "certain documents numbered 1 to 26 inclusive, which are tied up in a bundle marked A and initialed by the deponent; the said documents relate solely to the title or to the case of the plaintiff, and not to the case of the defendant, nor do they tend to support it; wherefore the plaintiff objects to produce the same and says they are privileged from production." The defendant thereupon applied that the plaintiff might be ordered to make a further and better affidavit of documents. The Divisional Court, considering itself bound by the decision of another divisional court in the case of *McLean v. Jones* (66 L. T. N. S. 653), held that the affidavit of the plaintiff, in the form in which it was made, was not sufficient, and ordered a further and better affidavit. The plaintiff appealed. The cases of *Taylor v. Batten* (27 W. R. 106, 4 Q. B. D. 85), *Bewicke v. Graham* (29 W. R. 436, 7 Q. B. D. 400), *Bulman v. Young* (49 L. T. N. S. 736), *Jenkins v. Bushby* (35 L. J. Ch. 400), *Attorney-General v. Thompson* (8 Ha. 106), *Emmerson v. Ind* (36 W. R. 243, 12 App. Cas. 300), and *Morris v. Edwards* (15 App. Cas. 309) were cited on behalf of the appellant. On behalf of the respondent the cases of *Attorney-General v. Emmerson* (31 W. R. 191, 10 Q. B. D. 191), *Coombe v. Corporation of London* (1 Y. & Coll., at p. 651), *Mansell v. Feeney* (2 J. & H. 320), and *McLean v. Jones* were cited.

THE COURT (LINDLEY and LOPES, L.JJ.) allowed the appeal.

LINDLEY, L.J., said that in point of form the question raised by the appeal was, what was necessary to be set out in the affidavit to make it a sufficient affidavit of documents? Upon that point *Taylor v. Batten* was conclusive. The principle of that case was enunciated in the following passage (4 Q. B. D., at p. 89): "The principle of our decision is, that the object of the affidavit is to enable the court to make an order for the production of the documents mentioned in it, if the court think fit so to do, and that a description of the documents, which enables production, if ordered, to be enforced, is sufficient." The description of the documents given in the affidavit in the present case was sufficient to identify the documents and enable the court to order them to be produced and to enforce production, if production could be rightly ordered. The affidavit accordingly was a sufficient affidavit. The argument that the affidavit should have stated that the documents in question did "not tend to impeach the plaintiff's title," was met by the decisions of the House of Lords in *Morris v. Edwards* and *Emmerson v. Ind*. The affidavit had also been objected to because it stated that the documents related to the case of the plaintiff as well as to the title of the plaintiff, but that was a point which did not affect the question of the sufficiency of the affidavit, but would arise when the question of privilege from production came before the court. Although, strictly, that question was not at present before the court, no application for production of documents having as yet been made by the defendant, yet, as the question of the plaintiff's right to protection from production of these documents had been discussed, his lordship would say something with regard to it. He considered that the case of *Bewicke v. Graham* would be found to cover the point when the question as to production of the documents was raised. His lordship could not distinguish that case from the present one, and being a decision of the Court of Appeal it was binding on him. The case of *Bewicke v. Graham* was, in his opinion, quite inconsistent with the decision of the Divisional Court in *McLean v. Jones*.

LOPES, L.J., concurred.—COUNSEL, *Montague Lush; J. E. Bankes*. SOLICITORS, *G. W. Barnard; W. H. Withall & Co.*

[Reported by M. J. BLAKE, Barrister-at-Law.]

High Court—Chancery Division.

ENOCH & SONS *v.* THE MOROCCO BOUND SYNDICATE (LIM.) AND LETTY LIND—Chitty, J., 14th July.

COPYRIGHT—INTERNATIONAL COPYRIGHT—SONG FIRST PRODUCED IN ITALY—INFRINGEMENT—QUANTITY OF MATTER TAKEN—QUALITY OF MATTER TAKEN—INJUNCTION.

This was a motion by the plaintiffs to restrain the defendants from infringing the plaintiffs' copyright in a song known as "Margarita," that was first produced in Italy in 1891. It appeared that the defendant syndicate in April last produced at the Shaftesbury Theatre a piece called "Morocco Bound," including a song called "Marguerite of Monte Carlo," which was sung and performed in "Morocco Bound" by the defendant Letty Lind. The plaintiffs, who claimed to have become entitled in May last by assignment from the person entitled in Italy to the copyright and sole right of representation or performance in this country of "Margarita," alleged that the refrain of "Marguerite of Monte Carlo" was copied as to the first nine bars thereof from "Margarita." The defendants denied the allegation. The assignment was not produced, but the entry in the register at Stationers' Hall and the plaintiffs' affidavits were relied on as sufficient evidence of title. Affidavits of eminent musicians were produced by both the plaintiffs and the defendants in support of their respective contentions. There was no evidence to shew the term allowed for copyright by the law of Italy. The cases of *Bramwell v. Halcomb* (3 My. & Cr. 737, at p. 738) and *D'Almaine v. Boosey* (1 Y. & C. Ex. 288, pp. 300-303) were cited for the plaintiffs.

CHITTY, J., said that the quantity alleged to have been copied was not large, and, as far as his lordship knew, an injunction had not previously been granted to restrain taking so small a portion. But the court must look rather to the quality than to the quantity of what was taken,

Looking to this his lordship was not prepared to refuse the motion on the ground that the amount taken was small. But before he decided any question of the kind before him, more or less depending on expert evidence, his lordship would like to see the witnesses put to the test, for which there was no substitute, of cross-examination. Then there was at least one question to be settled of interpretation of the Copyright Acts which would require careful consideration. In the present state of the law such questions were very difficult to determine, and his lordship regretted that the Legislature had not amended and consolidated the mass of enactments upon the interpretation of which such questions depended. It was of great importance to the public that the enactments on such a subject should be consolidated and presented in a form which ordinary men could understand. On the balance of convenience and inconvenience his lordship considered that he would inflict much less harm on the plaintiffs by refusing than on the defendants by granting the injunction. The right order was to refuse the motion, costs to be costs in the action.—Counsel, *Cutler*, Q.C., and *E. Ford; Byrne*, Q.C., and *F. Dodd*. Solicitors, *Dixon, Watts, & Elkin; Vallance, Birkbeck, & Barnard*.

[Reported by J. F. Waley, Barrister-at-Law.]

WHADCOAT *v.* **THE SHROPSHIRE RAILWAY CO.**—Chitty, J., 18th July.

Railway—Temporary disuse—Contractor in possession for purposes of repair—Receiver—Removal of Switches and Rails by Contractor—Right to have Undertaking preserved—Contempt of Court.

In 1891 the plaintiff, suing on behalf of himself and other debenture-holders of the defendant railway company, had obtained an order appointing a receiver of the property and assets of the defendant company, and he now moved for an order for the committal of the respondent, a railway contractor, for contempt in taking up five pairs of switches and two lengths of rail forming part of the company's railway. It appeared that the railway was constructed many years ago, but for some time past had not been worked for public traffic. In August, 1890, the respondent entered into a contract with the defendant company to reinstate the line, and the respondent, having been put into possession for such purpose, had remained in possession since. He claimed considerable sums as due to him under the contract, and had obtained judgment against the company for part of his claim. The company having failed to pay, he had ceased to work, and the works were at a standstill. The contract, however, had not been determined, and he was ready and willing to resume the works as soon as he could obtain payment. The respondent, having heard rumours of a project to use the line for traffic by horse power, and negotiations having in fact taken place for the appointment of the plaintiff as receiver and as manager of the line for the purpose of so working it, removed the switches and lengths of rail to prevent the line being so used, such user being detrimental to his interest under the contract. The respondent knew of the appointment of the receiver.

Chitty, J., said that the possession of the contractor was not an absolute or exclusive possession, but a qualified possession merely for the purposes of the works. The removal complained of was not justified by the terms of the respondent's contract. The removal was an act of waste and destruction and without justification, and any claim by the respondent to remove the switches and rails would, if pressed to its extreme, result in being a claim to destroy the line. It was, however, contended for the respondent that the acts complained of did not constitute any interference with the receiver or his rights or duties. The position of the receiver was best ascertained by considering the rights of the debenture-holders. These were settled by *Gardner* v. *London, Chatham, and Dover Railway Co.* (15 W. R. 325, L. R. 2 Ch. 201), where Lord Cairns said (L. R. 2 Ch., at p. 217) that the living and going concern created by the Legislature must not under a contract pledging it as security be destroyed, broken up, or annihilated. This statutory contract bound both parties, and the railway company just as much as the debenture-holders were precluded by it from destroying or breaking up the concern. Similarly, a contractor put into possession by the company of works for the purpose of repairs, however extensive, or of reinstating the line was equally precluded from destroying or breaking up the concern. Now, in the ordinary case of a railway open for public traffic and earning tolls, the receiver appointed by the court on behalf of the debenture-holders could not interfere with the management of the concern, nor could he oust the railway company from possession of the railway. But his powers and duties comprised the doing of all such acts as were necessary or proper for the purposes of obtaining payment of the tolls and (to adopt Lord Cairns's metaphor) of gathering the fruit of the living tree, and he was bound to preserve the tree itself. His rights and duties were of a possessory nature. By the receiver as its officer the court took the undertaking into its custody and intervened for the protection of the rights of the debenture-holders, including their right to have the undertaking preserved, and to prevent its being broken up. For the decision of the present case it was not necessary to consider more minutely the exact position of the receiver in regard to possession. It was sufficient to hold, as he did hold, that there had been an unjustifiable interference with the rights and duties of the receiver. It was immaterial that the line was not at present being actually worked for public traffic, the capacity of the line to earn profits being injured. The contractor should obviously have applied to the court for leave to proceed to enforce his rights, without being guilty of contempt by reason of the possession of the receiver: see *Angel* v. *Smith* (9 Ves. 335) and *Lane* v. *Capsey* (40 W. R. 87; 1891, 3 Ch. 411). On the respondent's undertaking to replace the switches and rails within a week, his lordship would make no order except that the respondent should pay the costs of the motion.—Counsel, *H. D. Greene*, Q.C., and *Kirby; Sir Horace Davey*, Q.C., *Byrne*, Q.C., and *Dunham*. Solicitors, *Bircham & Co.; Tarry & Sherlock*.

[Reported by J. F. Waley, Barrister-at-Law.]

TREMOILLE *v.* **CHRISTIE**—Stirling, J., 13th July.

Factor—Painting handed over to Dealer in Prints and Drawings for the purpose of Sale—Pledge—Validity—Factors Act (5 & 6 Vict. c. 39).

Plaintiff was the owner of an oil painting by Pater called "A Fête Champêtre," and in February, 1887, he handed it over for the purpose of sale to Thibaudeau, who formerly carried on business in London as a dealer in prints and drawings and also to some extent in pictures on commission. Captain Bland in February, 1887, advanced £1,000 to Thibaudeau on the security of certain drawings and etchings, and it was agreed that the loan should be repaid by instalments. The drawings and etchings were deposited with Mr. Doyle, one of the defendants, who was the agent and solicitor of Bland. In June, 1887, the oil painting by Pater was by arrangement between Thibaudeau and Bland delivered to Doyle as agent for Bland as security for the loan in substitution for the drawings and etchings, which were returned to Thibandeau. The evidence shewed that Thibaudeau had no authority from the plaintiff to pledge the painting, and that neither Bland nor Doyle had any knowledge or notice that it was not the absolute property of Thibaudeau. Default having been made in payment of the instalments under the agreement of February, 1887, Doyle and H. Custance, as executors of Bland, who was dead, instructed Messrs. Christie, Manson, & Woods, to sell the painting. On the 12th of June, 1891, the plaintiff ascertained that the painting was about to be sold, and on the 18th of June, 1891, he issued his writ in this action for the recovery of the painting. A motion was made to restrain the sale on the 19th of June, and it was ordered that the defendants should pay the proceeds of sale into court. On the 20th of June the picture was sold and the proceeds were paid into court. The plaintiff claimed to be entitled to the sum so paid in. The defendants, other than Messrs. Christie & Co., who were dismissed from the action, claimed the benefit of the Factors Act (5 & 6 Vict. c. 39), and in their counter-claim asked for a declaration that they were entitled to a charge or lien on the said sum of money for the amount of the principal, interest, and costs due to them as executors of Bland, and on their behalf *Heyman* v. *Flewker* (13 C. B. N. S. 519, 11 W. R. C. L. Dig. 54) was relied on. For the plaintiff it was contended that Thibaudeau was not a mercantile agent who had power to sell or pledge goods in the customary course of his business, and that, therefore, the Factors Act did not afford the defendants any protection, and reliance was placed on the case of *Hastings* v. *Pearson* (41 W. R. 127; 1893, 1 Q. B. 62).

Stirling, J., after stating the facts, said that the defendants had established to his satisfaction that the painting had been *bonâ fide* deposited with them by way of security for the advance and in substitution for the articles originally deposited. The question then arose whether the transaction was within the protection of the Factors Act (5 & 6 Vict. c. 39). Upon that Act the case of *Heyman* v. *Flewker* had been cited as an authority, which it was contended he was not at liberty to disregard. The decision of the Court of Common Pleas in that case was delivered by Willes, J., than whom there could not possibly be any higher authority upon such a question as this. That case was decided in 1863, and had been cited without disapproval in various cases, and it seemed to him to be an authority by which he was completely bound. It was a strong case, for there the person with whom the goods were deposited was simply an insurance agent, and by being intrusted with them for the purpose of sale he was held to be authorized to pledge them. Here the business of Thibaudeau was stated to be that of a dealer in prints and drawings and pictures, and it seemed to his lordship that in that respect the present case was a very much stronger one than the case before the Common Pleas. It had been pointed out that the Factors Act, 1889 (52 & 53 Vict. c. 45), confined the powers under the Acts to mercantile agents, and that it had been decided in the case of *Hastings* v. *Pearson* that the Act of 1889 applied only to persons who were mercantile agents, and it was said that that case was an authority which enabled his lordship to disregard *Heyman* v. *Flewker*. He could not treat *Heyman* v. *Flewker* in that way. It might be that when a case similar to that case arose there would be a serious question whether the provisions of the Act of 1889 were to be applied in the same way as the provisions of the Act 5 & 6 Vict. c. 39 were applied in the case of *Heyman* v. *Flewker*, but with that he had nothing to do. The present case was governed by the provisions of the 5 & 6 Vict. c. 39, upon which it seemed to his lordship that *Heyman* v. *Flewker* was a binding and direct authority. He held, therefore, that Thibaudeau was an agent intrusted with the painting within the meaning of the 5 & 6 Vict. c. 39, and that consequently he was entitled to pledge it. The defendants had established their title, and there must be an account of what was due to them in respect of the pledge, with the usual directions.—Counsel, *Philbrick*, Q.C., and *Maughan; Hastings*, Q.C., and *F. Whinney*. Solicitors, *Dixon, Weld, & Dixons*, for *Sewell & Maugham*, Paris; *F. A. K. Doyle*.

[Reported by W. A. G. Woods, Barrister-at-Law.]

Re **A., B.** *v.* **C.**—Kekewich, J., 14th July.

Married Woman—Removal of Restraint on Anticipation—Conveyancing Act, 1881 (44 & 45 Vict. c. 41), s. 39.

This was a motion to discharge an order made in chambers, refusing the summons of the plaintiff, a married woman, for the removal of the restraint on anticipation under her marriage settlement. The trusts of the settlement were for the wife for life for her separate use, without power of anticipation; then for the husband for life; then for the children of the marriage. In the event of there being no children, if the wife survived the husband she was to be entitled to the settled property absolutely; if the husband survived the wife the property was to be held upon trust for

such persons as the wife should appoint. It was desired to raise a sum of £3,000 to be applied in discharge of debts of the husband, and for this purpose the plaintiff sought to have the restraint on anticipation removed. The husband, who was understood to be about forty-four years of age, was admitted a solicitor in 1873, and in 1878 started business on his own account. This business proved unsuccessful and was discontinued in 1887. Subsequently to that date he acted as managing clerk to a firm of solicitors, but owing to changes in the management of the business he was forced to leave this post in October, 1892, since which date he had been without employment. The husband's debts amounted to £3,311, for a part of which, viz., £1,911, the wife had made herself responsible. It appeared from the evidence that during the last six years the household expenses of the husband and wife had been a little under £300 a year. The husband and wife were married in 1883, but there were no children of the marriage.

KEKEWICH, J., said that the class of cases known as "non-contentious" was often by far the most difficult, and it was very often impossible to do any good. In applications like the present it was easy to yield to representations of worry and ill-health, and equally easy to be firm and to decline consideration of such matters. In the present case, if he were to grant the application, the income would be reduced from £350 to £170 a year, and though he was sure the parties had every intention of being economical, he must decline to bring about this reduction. The object of the restraint on anticipation was to protect the wife from the husband, and if he yielded in the present case he would be going in the teeth of the rule. His lordship did not wish his decision to be put upon discretion, but was of opinion that the Act did not apply to such a case as the present. The case referred to of *Re Milner's Settlement* (40 W. R. 76; 1891, 3 Ch. 547) was of no assistance, because there the learned judge sanctioned a scheme which he believed to be for the benefit of the married woman. There would be no order except that the application stand over generally, with liberty for the trustees to apply as to costs.—COUNSEL, *Warmington*, Q.C., and *Maidlow*; *Keary*. SOLICITORS, *Mear & Fowler*; *Wedlake, Letts, & Wedlake*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

High Court—Queen's Bench Division.

MAYOR, &c., OF SOUTHPORT (Appellants), ASSESSMENT COMMITTEE OF THE ORMSKIRK UNION AND THE OVERSEERS OF THE POOR OF THE TOWNSHIP OF BIRKDALE (Respondents)—17th July.

POOR RATE—SUPPLY OF GAS BY CORPORATION OF A BOROUGH—LIABILITY OF CORPORATION TO BE RATED IN RESPECT OF GAS MAINS AND PIPES—OCCUPATION.

This was a special case stated for the opinion of the court under 12 & 13 Vict. c. 45, s. 1, by consent and by order of Wills, J., the question being as to the liability of the appellants, the Corporation of the Borough of Southport, to be rated in respect of certain gas mains and pipes. The appellants were the owners and occupiers of gasworks in Southport, and were authorized by statute to supply gas in the township of Birkdale. By section 43 of the Southport Improvement Act, 1871, it was enacted that the Birkdale Local Board should have the exclusive right, except as thereinafter provided, of laying gas mains and pipes within the township, and should forever thereafter keep their then and future gas mains and the public lamps in the township in good repair, and should afford the Corporation of Southport the use of the same for the supply of gas for public and private purposes within the township, in consideration of the payments by the corporation as provided for by the section. The Birkdale Local Board did accordingly lay gas mains and pipes within the township and kept the same in good repair and condition, and did afford to the appellants the use of the mains for the supply of gas to the township in pursuance of the Act. The mains were not as a matter of fact used for any purpose other than that for which they were used by the appellants. By section 3 of the Southport Improvement Act, 1876, the Gas Works Clauses Act, 1847, was incorporated with that Act, subject to the proviso that sections 6 to 12 of the Gas Works Clauses Act, 1847, should be put in force within the township by the Birkdale Local Board, and that the word "undertakers" in clauses 6 to 12 and 19 to 29 of the same Act should apply to and mean the Birkdale Local Board and not the Corporation of Southport. As a matter of fact the appellants had up to the present time made the service connections with the mains, except for the public lamps in the township; they had provided and laid the service pipes from the mains to the premises of the consumers, the cost of such connections and pipes being paid by the consumers, and the appellants kept all the service pipes in repair and also charged and collected all gas rents. On the 23rd of June, 1893, the appellants were assessed and rated as occupiers of the gas mains and pipes in the township of Birkdale in the rate for the relief of the poor of Birkdale. The appellants contended that they were not the occupiers of the gas mains and pipes, but had a mere easement or right of enjoyment in respect thereof by virtue of section 43 of the Southport Improvement Act, 1871, and that they were not assessable or rateable to the poor rate in respect thereof. The respondents, the Assessment Committee of the Ormskirk Union, contended that the appellants were the occupiers and were rateable in respect of the gas mains and pipes. If the court were of opinion that the appellants were not occupiers of the gas mains and pipes, and were not rateable in respect thereof, then judgment was to be for the appellants.

THE COURT (CAVE and WRIGHT, JJ.) gave judgment in favour of the appellants.

CAVE, J., said that the question was whether the Corporation of Southport were liable to be rated in respect of certain gas pipes. The case turned on section 43 of the Southport Improvement Act, 1871, and the point to be decided was whether, under the provisions of that section, the corporation were the occupiers of the pipes or not. It was obvious that the Birkdale Local Board were the owners of the pipes, they had to lay them and also repair them, and therefore *primâ facie* they were the occupiers of them. They might, however, part with their occupation for a limited time, and the question was whether they had done so and had constituted the corporation the occupiers. The one principle underlying all the cases which had been cited was that *primâ facie* the owner was the occupier, but that he might divest himself of his occupation. Ownership and occupation were simply names given to bundles of rights, and if an owner granted away a certain limited right, but retained all his rights except that which he expressly granted, then the authorities shewed that he remained the occupier; but if he granted away all his rights generally, with the exception of some expressly retained to himself, then in that case he ceased to be the occupier. Applying those principles to this case, the local board were the owners of the mains and they granted to the corporation the use of the mains, not generally, but simply for the supply of gas. The local board had only parted with the use of the mains for a particular purpose, and the rights of the corporation were strictly limited and confined to the use of the mains for that purpose; all the other rights remained in the local board. They were bound to repair the mains, they might take them up and relay them, and might alter their direction within certain limits. Therefore the corporation were not the occupiers of the pipes, and were not liable to be rated in respect of them.

WRIGHT, J., concurred.—COUNSEL, *Lesse*, Q.C., and *S. T. Evans*; *A. T. Lawrence*. SOLICITORS, *Andrew, Mellor, & Smith*, for *J. Davies Williams*, Town Clerk, Southport; *Rowcliffe, Rawle, & Co.*, for *Alfred Dickenson*, Ormskirk.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

GREAT WESTERN RAILWAYS CO. v. THE COMMISSIONERS OF INLAND REVENUE—18th July.

REVENUE—STAMP DUTY—CONVEYANCE OR TRANSFER ON SALE—AMALGAMATION OF RAILWAY COMPANIES BY ACT OF PARLIAMENT—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 57 AND 1ST SCHEDULE.

The question in this case was whether a Queen's printers' copy of the Great Western Railway Act, 1892 (55 & 56 Vict. c. xxxiii.) was chargeable with stamp duties as an executed instrument in writing in respect of the amalgamation of certain railway companies with the Great Western Co. It was provided by that Act (section 32) that "A Queen's printers' copy of this Act shall be chargeable with the same stamp duty as would be chargeable if the transaction effected by the Act with reference to each of the amalgamated companies were a transaction effected by an executed instrument in writing and the copy were the instrument." By the Act the undertakings of the amalgamated companies, subject to their debts and liabilities, were amalgamated with the Great Western Co. as from the 1st of July, 1892. The amalgamated companies were four in number, the Wellington and Severn Junction Railway, the Calne Railway, the Newent Railway, and the Ross and Ledbury Railway. In respect of the Wellington and Severn Co., £59,830 Consolidated Guaranteed Stock of the Great Western Co. was issued on the date of amalgamation to the shareholders of the amalgamated company. In respect of the Calne Co. a debenture debt of £11,600 was undertaken by the Great Western Co. The Commissioners of Inland Revenue were of opinion that if the transaction effected by the Act with reference to each of the amalgamated companies had been effected by an executed instrument in writing, that instrument would be chargeable with *ad valorem* duty in respect of the value at the date of amalgamation of the stock issued to the shareholders of the Wellington and Severn Co. under the head "Conveyance or Transfer on Sale," in the first schedule to the Stamp Act, 1891, and in respect of the amount of the debenture debt of the Calne Co. under the same head, and with duties of ten shillings each in respect of the amalgamation of the Newent and the Ross and Ledbury Cos. under the head, "Conveyance or transfer of any kind not hereinbefore described" in the same schedule. The commissioners ascertained under section 6 of the Stamp Act, 1891, the value of the above-mentioned stock of the Great Western Co., and assessed the duty upon the footing above stated. The Great Western Co. appealed. They contended that there was no transfer on sale; the Act operated to extinguish the amalgamated companies, and they did not stand in the relation of vendors to the Great Western Co. That company had managed and worked the undertakings of the amalgamated companies before the date of amalgamation, and the Act merely enlarged the Great Western Co. by fusing the other companies with it. For the Crown, section 57 of the Stamp Act, 1891, was relied on. That section provides that "where any property is conveyed to any person in consideration, wholly or in part, of any debt due to him, or subject, either certainly or contingently, to the payment or transfer of any money or stock . . . the debt, money, or stock is to be deemed the whole or part, as the case may be, of the consideration in respect whereof the conveyance is chargeable with *ad valorem* duty."

THE COURT (CAVE and WRIGHT, JJ.) dismissed the appeal.

CAVE, J.—To my mind it is clear that there was a sale in this case. To take the case of the Wellington and Severn Co., they were the vendors, and the Great Western Co., representing all the amalgamated companies, were the purchasers. The price was settled at so much debenture stock in the Great Western Co.; you have everything which goes to make a sale—the agreement of two parties and a consideration. Why it was not a sale I cannot see. Then, if it was a sale, the Great Western Railway Act says that a copy shall be stamped as if it were an instrument in writing.

Therefore there was a conveyance on sale which must be stamped according to the provisions of the Stamp Act.

WRIGHT, J.—I am of the same opinion. This was a transfer on sale; the lines of the smaller companies are now the lines of the larger company. Such a transfer cannot take place in this way under an Act of Parliament without the consent of the companies whose property is to be transferred. That was obtained here, and the result is a conveyance on sale which must be stamped. Judgment for the Crown.—COUNSEL, *R. B. Haldane*, Q.C., and *F. W. Pember*; *Sir Charles Russell*, A.G., and *Danckwerts*. SOLICITORS, *R. R. Nelson*; *The Solicitor of Inland Revenue*.

[Reported by T. B. C. DILL, Barrister-at-Law.]

THE ATTORNEY-GENERAL *v.* **THE MILFORD DOCKS CO.**—17th July.

INLAND REVENUE—STOCK—SHARE CAPITAL—INCREASE IN AMOUNT OF NOMINAL SHARE CAPITAL—CREATION OF FIRST PREFERENCE STOCK—STATEMENT OF SAME TO INLAND REVENUE COMMISSIONERS—CUSTOMS AND INLAND REVENUE ACT, 1889, s. 17.

Case stated by consent pursuant to ord. 68, r. 2, and ord. 34, r. 1. By section 17 of the Customs and Inland Revenue Act, 1889, it is provided: (1) "Where by virtue of . . . any Act of Parliament to be hereafter passed the liability of the holders of shares in the capital of any corporation or company is limited otherwise than by registration with limited liability under the law in that behalf, a statement of the amount of nominal share capital of the corporation or company shall be delivered by the corporation or company to the Commissioners of Inland Revenue within one calendar month after . . . the passing of the Act, and in case of any increase of the amount of nominal share capital of any corporation or company, whether now existing or to be hereafter formed, being authorized by any . . . Act of Parliament to be hereafter passed, a statement of the amount of such increase shall be delivered by the corporation or company to the said commissioners within the like period"; (3) "In case of neglect to deliver such a statement, the corporation or company shall be liable to pay to her Majesty a sum equal to £10 per centum upon the amount of duty payable, and a like penalty for every month after the first month during which such neglect shall continue." The defendant company was incorporated by the Milford Docks Act, 1874, and several Acts of Parliament have since been passed applying to the defendant company. In 1890 the Milford Docks Act, 1890, was passed upon the petition of the defendant company. This Act recites that whereas by the Milford Docks Act, 1883, the company were empowered to issue certain debenture stocks therein referred to as "Debenture Stock A" and "Debenture Stock B" and "Debenture Stock C"; the "A" Stock not to exceed £250,000; the "B" Stock, £140,000; the "C" Stock, £250,000; and whereas the company have created and issued the whole of the Debenture Stock A and of the Debenture Stock B by that Act authorized to be created and issued, and have created and issued nearly the whole of the Debenture Stock C, and (after other recitals) and whereas, in order to enable the company to execute the works by this Act authorized and put in force the other powers conferred upon them . . . it is expedient and in the general interest of the company that further moneys be authorized to be raised by the creation and issue of Debenture Stock A, and whereas it is expedient and in the interest of the company that the proportions of the share and debenture capital of the company should be readjusted, and with that object that the Debenture Stock C should be converted into First Preference Stock, and that the existing preference shares of the company should be consolidated into one uniform preference stock." Then section 30 of this Act of 1890 provided that the Debenture Stock C then subsisting shall be, by virtue of this Act, cancelled and extinguished, and there is, by virtue of this Act, created First Preference Stock of the company to the amount of £300,000. The defendants have refused to deliver to the Commissioners of Inland Revenue, with reference to the said £300,000 First Preference Stock, such a statement as is, by section 17 of the Customs and Inland Revenue Act, 1889, required to be delivered, and the defendants contend that they are under no liability to deliver such a statement. An information was then filed on behalf of the Attorney-General claiming £510 in respect of stamp duty and penalties, and the question now was whether the defendants were liable to these penalties. For the Attorney-General were cited: *Morrice* v. *Aylmer* (24 W. R. 587, L. R. 7 H. L. 717) and *Re Bodman* (40 W. R. 60; 1891, 3 Ch. 135). For the defendants it was contended that the creation of this First Preference Stock was not an increase of share capital within section 17: *Partington* v. *Attorney-General* (L. R. 4 H. L. 100).

THE COURT (CAVE and WRIGHT, JJ.) held that the creation of this £300,000 First Preference Stock was an increase of the nominal share capital of the company within the meaning of section 17 of the Customs, &c., Act of 1889, and that the defendants were bound to deliver a statement under that section. Judgment for the Crown for the £510 claimed.—COUNSEL, *Sir C. Russell*, A.G., and *Danckwerts*; *Finlay*, Q.C., and *H. Newbon*. SOLICITORS, *The Solicitor of Inland Revenue*; *Trinders & Capron*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

REG. *v.* **THE GREAT WESTERN RAILWAY CO.**, *Ex parte* **THE RUABON BRICK CO.**—26th June.

RAILWAYS—MANDAMUS—OWNER OF MINERALS UNDER RAILWAY LINE—NO PURCHASE OF MINERALS BY RAILWAY COMPANY—WORKING OF MINERALS BY OWNER—OVERTHROW OF LINE—RIGHT OF OWNER TO CALL ON COMPANY TO REINSTATE LINE.

Rule for a writ of *mandamus* directed to the Great Western Railway Co. "commanding them to reinstate and lay down again the Bryn-yr-Owen branch of the Shrewsbury and Chester Railway of the said railway company, and also to keep the same open for traffic as heretofore." This rule was obtained at the instance of the Ruabon Brick and Terra Cotta Co. (Limited). The Ruabon Brick, &c., Co. are the owners of an estate at Ruabon with the mines, clay, terra cotta, and other minerals in and underlying the same, and they have erected buildings and machinery for the manufacture of terra cotta goods and brick works. At the time the plaintiffs purchased this estate the defendants—the railway company—were using, and had previously used, the Bryn-yr-Owen branch, which passed over the estate in question and over the land and minerals thereon. This railway was a branch railway made by private adventure, and without parliamentary powers, and of which, so far as it went over this property, the Great Western Railway Co. were tenants to the owners of the estate. In 1889 the Great Western Railway Co. promoted a Bill to authorize them to purchase this railway compulsorily. The Ruabon Brick Co. opposed the Bill, but the opposition was withdrawn on a certain agreement being entered into, and an Act was passed (52 & 53 Vict. c. cxxxix.), and under it the railway company gave the Ruabon Co. notice to treat for the above land. The purchase-money was fixed by arbitration at £7,497, the award expressly excluding the value of the clay used by the Ruabon Co. in their manufacture, for the reason that such clay was a mineral within the meaning of the Railways Clauses Consolidation Act. At this arbitration the railway company contended that the clay in question was a mineral, and that under section 79 of the Railways Clauses Act, 1845, they were not bound to purchase it. The Ruabon Co., on the other hand, contended that the clay was not a mineral, and that consequently the value of all—including the clay—ought to be estimated in the one valuation. However, the arbitrators excluded the value of the clay from their award. By an indenture dated the 30th of December, 1890, the land was conveyed by the Ruabon Co. to the railway company with this reservation: "With houses, . . . except and reserved out of the assurance hereby named the mines and minerals under the said hereditament and premises, and including in such exception the material used by the Ruabon Co., and referred to in the hereinbefore recited award, to the use of the Great Western Co. in fee simple." There were negotiations for the purchase of the reserved minerals, which came to nothing. Then the Ruabon Co. gave the railway company notice that they meant to work the clay under the railway unless the railway company would purchase the clay. There were about four acres included in the railway, and they asked about £200,000 for these four acres—that is, for the clay under the railway and under so much of the railway as was necessary for the sustentation of the fabric of the railway. The railway company, thinking this sum extortionate, refused to buy. They did not come to terms as to the terms of purchase, and the railway company did not buy the clay. The railway is very convenient to the Ruabon Co. for the carriage and conveyance of their minerals, and the carriage of these minerals along this part is very important to the company, as otherwise they have to cart their goods to a station at a distance. But the railway company say they will not buy the minerals at such a price. The Ruabon Co. then insisted upon working the clay and minerals underlying the railway line. Under the circumstances, and under the terms of the reservation, they had a perfect right to do so, and the railway company had no right to prevent them doing so, as their remedy was to buy the minerals, which they had not done. The Ruabon Co. then proceeded to work the minerals underlying the railway line, the result being to throw considerable expense upon the railway company in keeping up the line, and the railway company at first tried to support their works by great baulks of timber; but the Ruabon Co. objected to them, and said that these timber supports interfered with their mining works. In the result, owing to the working of the Ruabon Co., the railway has, if not actually come down, been unsafe to work, and the railway company, having before them the alternatives of paying £200,000 for the minerals under the line, or abandoning the line altogether, have adopted the latter course, and have abandoned the line altogether. The present rule for a *mandamus*, at the instance of the Ruabon Co., is to compel the railway company to keep up and keep open the line. Three points were argued: (1) Can a *mandamus* issue to maintain a railway line; (2) will this *mandamus* be issued at the suit of the Ruabon Co., who have brought the line down; (3) ought not the Ruabon Co. to have gone to the Railway Commissioners?

THE COURT (Lord COLERIDGE, C.J., and HAWKINS, J.), in a considered judgment, held (1) that *mandamus* was the proper remedy, provided the circumstances justify the application of it: *South-Eastern Railway Co.* v. *Railway Commissioners* (6 Q. B. D. 586); (2) but that the circumstances of this case did not justify the issuing of a *mandamus*, and that the railway company have a right, if they think fit, to abandon this particular portion of their line, on the authority of the two cases *Reg.* v. *The York and North Midland Railway Co.* (1 E. & B. 178) and *The Edinburgh, &c., Railway Co.* v. *Phillips* (2 Macq. 526). Rule discharged.—COUNSEL, *Cripps*, Q.C., and *E. R. Moon*; *Littler*, Q.C., and *F. Dodd*. SOLICITORS, *R. R. Nelson*; *Pritchard, Englefield, & Co.*, for *Brabner & Court*, Liverpool.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

County Courts.

VIZARD *v.* **MAULE**—Marylebone, 10th July.

In this case, which was an interpleader issue remitted from the High Court, his Honour Judge Stonor made some observations of interest and practical importance on the remitting of such cases to the county courts. The question was the ownership of a certain cab. The plaintiff brought an action against one Gill for the detention of the cab, Gill having a lien on it for repairs. Simultaneously the defendant demanded the cab from

him, and he was quite willing to give it up to the true owner on payment of his claim. On the 13th of May a master of the High Court ordered the question of ownership between the plaintiff and the defendant to be tried in the Marylebone County Court, Gill to hand over the cab in the meantime to Miss Maule, the defendant in the interpleader, she paying £35 into court to abide the result of the trial. The order then went on:—"This action to be stayed until after the trial of the said issue, and the question of costs and all further questions to be reserved until after the trial of the said issue." Upon this

His Honour Judge STONOR observed that the order was clearly incorrect in directing an issue to be tried in the county court, for now all proceedings remitted must proceed as if they had been commenced in the county court, and the costs follow the event, unless the judge of the county court orders otherwise. "Under these circumstances," continued the learned judge, "there appear to be two courses open to me, either to adjourn this case to enable the parties to apply to the High Court to rescind or amend the order—a course which I have pursued in many cases, and notably in the cases of *Morris* v. *London and South-Western Railway Co.* (De Colyar's County Court Cases, 270), with the approval of Mr. Justice (now Lord) Hannen, and *Reg.* v. *Judge of the Marylebone County Court* (50 L. J. 97), with the approval of Day, J.—or, on the other hand, of disregarding the informality, and treating the present case as 'a remitter' of the interpleader proceedings under the 17th section in due course, and giving a judgment, and dealing with the costs of the county court therein. I am prepared to adopt the latter course if desired by both parties, but otherwise I shall adjourn the case for the purpose which I have mentioned."

Counsel on both sides agreed to have the case tried, not as an issue, but as an interpleader proceeding under the 17th section of the Judicature Act.

His Honour found for the defendant, with costs of the proceedings in the county court.—COUNSEL, *Willoughby Williams; Hon. Alfred Lyttelton.*

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ANNUAL GENERAL MEETING.

The annual general meeting of the Incorporated Law Society was held on Friday afternoon, the 14th inst., at the Society's Hall, Chancery-lane, the President (MR. RICHARD PENNINGTON) occupying the chair. There was a good attendance.

VACANCIES ON THE COUNCIL.

The PRESIDENT said there were eleven vacancies on the council, ten caused by the retirement of members in rotation, and one by the death of the late Mr. B. J. L. Frere. Mr. R. R. Dees (Newcastle-on-Tyne), who was one of the retiring members, did not offer himself for re-election. Mr. Charles Mylne Barker (London), Mr. Thomas George Gibson (Newcastle-on-Tyne), Mr. Edmund Kell Blyth (London), *Mr. Barnard Platts Broomhead Colton-Fox (Sheffield), *Mr. Cornelius Thomas Saunders (Birmingham), Mr. James Samuel Beale (London), *The Right Hon. H. H. Fowler, M.P. (London), *Sir Henry Watson Parker (London), *Mr. Charles John Follett, C.B. (London), *Mr. Robert Ellett (Cirencester), *Mr. Henry Manisty, *Mr. John Hollams, *Mr. Henry Roscoe, Mr. James Thomas Woodhouse (Hull), Mr. Robert Lowe Grant Vassall (Bristol).

Mr. BLYTH asked to be allowed to withdraw his name upon the present occasion. It had become known to him that there was a very strong feeling that Hull should have a representative on the council, and he bowed to that feeling. Further, he would be extremely sorry to come into competition with Mr. Beale, who was a very old friend of his.

The remainder of the candidates were then nominated and seconded *seriatim*.

The PRESIDENT said that as the candidates were more in number than the vacancies a poll would be necessary, which would be conducted by voting papers as usual, and he appointed the following gentlemen to act as scrutineers:—Mr. J. Ellerton, Mr. J. S. Wing, Mr. T. Thorowgood, Mr. Hanhart, and Mr. C. L. Smiles.

PRESIDENT AND VICE-PRESIDENT.

Mr. F. P. Morrell (Oxford) and Mr. John Hunter (London), being the only candidates nominated for president and vice-president respectively for the year ensuing, were declared duly elected.

AUDITORS.

Mr. J. S. Chapplelow, F.C.A. (Professional), Mr. D. R. Lowe, and Mr. W. Peppercorn (Oxford) were elected auditors of the society's accounts for year ensuing.

SOCIETY'S ACCOUNTS.

The account of income and expenditure for the year ending 31st December, 1892, shewing a total income of £29,873 8s. 5d., and a balance of income over expenditure of £1,363 4s. 7d., was laid before the meeting.

The PRESIDENT moved and the VICE-PRESIDENT (Mr. Morrell) seconded that the account be approved.

Mr. C. FORD (London) said he was sorry to find the council still persisting in the course of grossly surcharging the Law Students' Fund. The whole subject was disposed of in the annual report in a short paragraph or two, and the members were told that £7,791 15s. had been received during the past year on account of the Students' Fund. But by the peculiar, he might almost say the inexplicable, mode in which the council had dealt with he fund, it came out that the unfortunate Students' Fund was overdrawn. There was a sum of £2,700 charged to the fund for rent of buildings, and yet nothing was said in the balance-sheet about the portion of the premises used by the club and for which they paid no rent. This was a very grave and serious omission in the accounts. He objected that the accounts relating to the Students' Fund were not set out in sufficient detail. The rent charged to it was very great considering the small and insufficient accommodation that was allotted to the students. Not only was the fund charged with a share of the rent, but also with £900 2s. 10d. as its share of "rates, taxes, and voluntary subscriptions"; then for "Salaries to Officers, Clerks, and Servants, and Pensions and Special Grants" it was charged nearly £3,000—whether this included the clerks and servants of the club he did not know.

The PRESIDENT: It does not.

Mr. FORD asserted that the fact should be stated in black and white upon the face of the accounts. Then they were charged for "House Expenses," £585 18s. 10d., precisely half the total cost. What were the items of these house expenses? Were there any members who could tell him? It might be a delicate matter.

The PRESIDENT: Not at all.

Mr. FORD said it might be that these house expenses included the banquets which were given by the council for the purpose of entertaining themselves and distinguished persons. It was most unfair if that was so.

The PRESIDENT: It is not.

Mr. FORD hoped the President would tell them where on the account the item of the banquets appeared.

The PRESIDENT said the £585 included no part of the charge for entertainments and council luncheons. The item appeared in another part of the account, and was "Entertainments after each Examination, and Council Luncheons for the year, £711 6s. 3d."

Mr. FORD said that £7,790 was received from the Students' Fund, and it was required by the Act that it should be devoted exclusively to the benefit of students. It was not stated how much the society spent out of its own funds for the benefit of students by way of encouragement. He found that the expenditure out of the society's own funds upon prizes to students was £139, and the council could scarcely think that a sufficient encouragement. They certainly paid a very large sum to lecturers and for classes, because there was an item, "Fees to Lecturers, Examiners, Readers, &c., and Grants to Provincial Law Societies, £3,538," but the only result was that the system had proved a gigantic fiasco, such an awful collapse and utter blunder, that it had been wholly and entirely abandoned by the council.

Mr. A. H. HASTIE (London) asked whether the council had seriously considered the question of appealing against the poor-rate assessment. The assessment seemed to him unduly high.

The PRESIDENT said the society had appealed some few years ago, and the present assessment was arranged at that time. He was sorry to say the rates and taxes they had to pay were very high.

The motion was adopted.

ANNUAL REPORT.

The PRESIDENT moved that the annual report be received, approved, and entered on the minutes.

The VICE-PRESIDENT seconded the motion.

Mr. FORD objected that there was not the slightest reference in the report to the club. He could not understand why the members were left utterly in the dark about that institution. Then, with regard to legal education, the council were instituting a system of postal education. But was a system of postal education worthy of the society, and was it likely to prove any more successful than the previous system, which had utterly collapsed? It was a miserable subterfuge for a system of education.

The PRESIDENT pointed out that the system was not one of postal tuition only. The system also comprised classes in London.

Mr. FORD said they were told there were two tutors who were going to carry on the duties—one who was "to supervise the studies of pupils prior to the Intermediate Examination," and the other "to assist in their studies those who had passed the Intermediate Examination." He believed the number of articled clerks in the country was, roughly, between 800 and 900. Therefore, there were 800 or 900 young men spread all over the country who were going to be instructed through the assistance of her Majesty's Postmaster-General. Could anyone seriously think any good was coming out of a system of that kind? Could the council quote any precedent for this extraordinary method of legal education? Did the Universities of Oxford or Cambridge carry on a system of education with the assistance of the Postmaster-General? He would be glad if the council could see their way to withdraw this miserable abortion, and seriously set themselves at work to discover some proper system of legal education. He asserted that they had the funds, but did not properly apply the income to the purposes for which it was intended by Act of Parliament; and, as long as that was the case, they would have no money available for anything like a system of legal education. He should be surprised to find that the system of classes proved anything but a gigantic failure. It had been a failure in the past, and would be in the future. If this miserable system of so-called legal education went on for many more years, only one course could follow, which would be that the whole system of teaching and examination would be taken from the society, and handed over to the University of London, or some other capable body, to deal with it as it deserved to be dealt with. The report stated, under the heading, "Extension of the Society," as follows:—"The council have considered a question raised in connection with the extension of the society, as to whether the subscriptions of country members should be increased; and they had before them a comparative statement of the effect produced on the society's funds by the alteration

* Marked thus are the retiring members.

(made in the year 1888) in the amount of the subscriptions of country members, and they find that, while on the one hand there has been an increase of 1,084 in the number of country members of the society, on the other hand there has been a diminution of income from this source, while the general expenses of the society in the purchase of new rules, postage, stationery, office work, &c., has increased to a very great extent." It was apparent that, while the council had got some 400 new members in consequence of the circular they had issued, that additional 400 had cast upon the finances a very large expense, far in excess of the revenue derived from them. Therefore the council was asking whether it must not raise the subscription. The result would be that not only the 400 members, but probably 1,400 would resign. The council objected to compulsory registration of title, but there was a growing feeling in the country in favour of compulsory registration, because clients were sick of the great expense and delay of the present system. If the profession resisted, he was afraid that some Radical Government would carry a measure leaving the whole of the profession very much out in the cold. With regard to county courts, there was nothing in the report advocating that one solicitor should be at liberty to instruct another solicitor to appear in the courts. If they could show that this was in the interest of the public, they ought to have no difficulty in getting an amendment of the law to this effect. Under the head of "Counsels' Fees," the council said, speaking of the attempts which were made by clerks to get additional counsels' fees: "They considered that it was one of the causes operating to the disadvantage of both branches of the profession, which induce the public, especially the mercantile classes, to avoid the courts." But he wished the council had told them of the other causes which kept people from the courts—namely, the delay in legal procedure and the great uncertainty and great cost. The solicitor branch of the profession ought to have some restricted right of audience in the High Court. It was an outrageous thing that solicitors should be obliged to go to another branch of the profession to be heard on some twopenny-halfpenny application to a judge in court.

Mr. F. R. PARKER (London) spoke highly of the report, and said it was perfectly marvellous how the council with their many other engagements could find time to prepare it. Not only in the report was there evidence of extreme care and intensity of thought and labour, but also in the exceedingly valuable schedules attached to it. But there must be positions in regard to which all could not agree. With regard to "Legal Education," he desired to draw attention to the changes which had taken place in respect to articled clerks since he was admitted in 1864, rather more than a quarter of a century. He had come to the opinion that we were going far too much in the direction of theoretical and too little in the direction of practical instruction. The theory was that the master should teach and the clerk should serve, and the object of the examination was to ascertain at the end of the period of service if the clerk was qualified for admission. So long as the operation of "coaching" was left to outside independent assistance that was one thing, but now the society was giving official sanction to the system it was another. By the scheme proposed the society was tending rather to raise a conflict between the master and the clerk, or to draw away the clerks from their proper service in the office. In olden times the office hours were the time for service and the evening the time for study. Under the new scheme to be recognised as the official scheme the council had gone in the other direction, for they provided classes during the afternoon. They gave the student the opportunity of having recourse to the schools during the afternoon, and they would, therefore, draw him from his natural and proper service with the master in the office. It should not be the object of the society or of the examining body to ape the functions of a university. The practical effect was that the clerk served, much or little according as it might happen, during the early years of his articles, and during the last year he went to a coach, then he came back to the profession to learn that practice which had become necessary to him. The questions put at the Final Examination were entirely beyond what any master could teach. Those directed to practical work in the office were extremely few. With regard to the Long Vacation, he regretted that the council had not been able to adopt the resolution passed at the Norwich meeting in favour of its entire abolition. They had also taken no notice of a second resolution passed at Norwich, to the effect that pleadings should be deliverable during the Long Vacation without an order. But if the council could succeed in carrying out the suggestions they had made in the report, they would have cleverly laid the axe at the root of the Long Vacation. Before the passing of the Judicature Act the Long Vacation was a real vacation, but since then there had been practically five terms in a year. There was a vacation term, vacation bar, vacation judge, and there was really a vacation Court of Appeal. With regard to the Registry of Clerkships and Securities, he was sorry to find that the council, owing to the financial loss it created, had found it needful to impose a tax upon its use in order to keep it going. He realised that there was enormous expense in circularising the register, and suggested that the council should try the temporary experiment of merely supplying the register gratis to those who applied for it.

Mr. J. GUNNELL (London) said there were many instances in which, in small conveyancing transactions, the scale fee came to £5, and there were practitioners who did the work habitually for about £1. No doubt the council had formed some opinion as to whether it was to the interest of the profession that things should be cut down in this way. Of course the client did not appreciate the matter, and did not consider whether the solicitor who offered to do it for £1 had investigated the title or had had simply to draw the conveyance. He merely looked upon it from the standpoint of cheapness. The solicitors who did the work on such terms were not only cutting their own throats, but those of every member of the profession.

Mr. HASTIE said that it was some years since a resolution was carried at a general meeting in favour of raising the standard of the Preliminary Examination, which was not supported by the council. He thought members owed the council a debt of gratitude for the loyal way in which they had carried out the resolution. The results of the examinations showed what a large number of imperfectly educated people were desirous of entering the profession.

Mr. M. H. LEVERTON (London), speaking of the Land Transfer Bill, agreed that the society were greatly indebted to the council for their elaborate report, but a great many of the members, he thought, would not agree with their conclusions in this case. Many solicitors agreed that some measure for the compulsory registration of title would come into force. Many would heartily agree with the conclusion of the council that they should oppose compulsory registration and rather favour optional registration, but optional registration would never be acted upon. He thought the council had been actuated rather by considerations for the interests of the profession than the good of the public. Referring to the sentence, "The chief objections to the Bill are: first, its compulsory nature, and, second, the great extension of officialism which it involves," he would move as an amendment that the report be adopted with the exception of the words, "its compulsory nature." He regarded with some favour the extension of officialism, and thought solicitors would become officials, and considered the objection of the council on this point too strong.

Mr. FORD seconded the amendment.

Mr. E. K. BLYTH (London) spoke of the extreme value of the report and schedules. With regard to the Long Vacation he could not help expressing his regret that the council had not seen their way to go further in advocating its abolition, or at all events the enactment of a rule that pleadings might be delivered during the vacation. During the vacation the business of conveyancing and general business of other kinds went on practically undisturbed, and the only way by which the course of justice was stopped was by the absolute cessation of the delivery of pleadings and the absolute cesser of the courts. He expressed his earnest hope that the time would come when the pressure from outside would induce the council to take a somewhat more extensive view of their duty to the profession and to the public as regards the cesser of justice. Speaking of the division "Legal Procedure," he said the report gave less importance to that singularly important branch of the subject than perhaps might have been the case. They all knew the profession was suffering materially from the delay and uncertainty of the administration of justice. The formation of long cause lists without any adequate means being adopted to see that they were disposed of in a reasonable time was a great evil. Every case was tried in the inferior courts within possibly a month or six weeks' time after it was set down, and the delay in the superior courts was one of the main things from which the profession suffered. It was the profession who were the great sufferers by business being diverted to arbitrators who, though they could not give as good law, could give it more speedily. Mr. Parker had taken exception to the law classes; but there were two sides to the question. The articles of clerkship involved a mutual relation—the duty of the clerk and the duty of the master. The question was, "Is it possible for the master to undertake the education of one or two articled clerks?" He was afraid if they looked to what was the general practice that it was not, and that there were very few masters who really gave any sort of systematic teaching to their clerks. The usual rule was to leave them to go round the courts and to undertake certain, at first, minor, and afterwards, rather more important, matters of business, and generally to take up whatever came in their way. His own course had been to let the clerk have a seat in his room, that he might hear everything except what was confidential, and to talk to him and give him information. But he must confess he had been unable to deliver him regular weekly lectures, and he thought they were much indebted to the council for having arranged regular classes and lectures. The A B C of the profession could not, in practice, be given by the master during the hours of business. They should not consider themselves in any way prejudiced by the fact that the clerks would have to be absent on certain afternoons to attend the classes. He approved the course taken by the council, and trusted the experiment would result satisfactorily.

Mr. MELVILL GREEN (Worthing) said, in reference to a remark of Mr. Ford's with regard to compulsory registration, that the decision of the society was, of course, in view of the interests of the public. Solicitors were always advising the public in the interest of the public, and not of themselves. It was so obvious that compulsory registration was detrimental to the public interest that he was astonished such an amendment as that before them could have been brought forward by anyone accustomed to the everyday practice of conveyancing.

Mr. FORD observed that the Lord Chancellor had introduced the Bill.

Mr. GREEN said the Lord Chancellor had only had experience of very large cases. He knew nothing of the smaller cases amounting to nine out of ten of the whole number. A great deal of the work was done in solicitors' offices, and did not go before counsel at all. There was not a solicitor in large practice who was not better able than any Lord Chancellor to say whether modifications in conveyancing practice would work beneficially or otherwise to the clients. There could be no worse proposition for the clients than that of compulsory registration of land. If they were able not only to go on the register voluntarily, but to come off at will a very much larger proportion of business would be done under it. He himself would have taken a great deal of business to the registry, in clearing off building titles for instance, but the difficulty was that you could not get off the register. There was reason for what the council had said to the effect that the chief objections to the Bill were its compulsory nature, and that it would lead to a great extension of officialism.

Mr. W. P. W. PHILLIMORE (London) said it ought not to go out to the world that a large body of solicitors had expressed an opinion in favour of this compulsory scheme of registration of title. He preferred that the words in question should be left in the report, and that, if the matter was to be discussed, it should be brought forward by a definite motion at the next general meeting. It was not fair to spring it upon them in this manner.

Mr. W. MELMOTH WALTERS (London) did not think the question required

thrashing out. They had been discussing the subject of land transfer for many years past. They did not want any more light thrown upon it. They knew all the ins and outs of the controversy. It was too late to open discussion. The vote ought at once to be taken without further argument.

Mr. PHILLIMORE was of the same opinion.

The amendment was negatived, one vote only being given in its favour.

LONG VACATION.

Mr. BLYTH moved a further amendment to approve of the report excepting that portion which stated that the council did not think it expedient to adopt the recommendation of the Norwich meeting in favour of the abolition of the Long Vacation.

Mr. H. E. GRIBBLE (London) seconded the amendment. It was very desirable that one thing or the other should be done. Either there should be a clear long vacation, or business should be carried on as it was in every other public office. Such a collection of business as the council proposed to be carried on during the vacation would, to his mind, hamper and inconvenience not only solicitors, but their clients, to the last degree. He thought it extremely desirable that the Long Vacation should be abolished.

Mr. R. W. DIBDIN (London) hoped the amendment would not be passed. It was not fair that such a question should be raised at a late hour of the afternoon, when a great number of the members had left and no one had the slightest anticipation that such a matter would be brought forward. The Long Vacation existed in every civilised country in Europe. The present arrangement was an attempt to meet reasonable objections to its not being possible to dispose of pressing matters of business. If the vacation were abolished he was quite certain a great number of the members of the profession would get no holiday.

Mr. PARKER observed that the council had had the Norwich resolution before them and had given their reasons for not adopting it. He agreed that the Long Vacation resulted in a waste of time and money, but he deprecated the passing of any resolution on the subject without previous notice.

Mr. BLYTH said that all they could do would be to express the opinion of the profession. He was anxious to take the opinion of the meeting.

The amendment was negatived, eight votes being given in its favour and a large number against.

LEGAL EDUCATION.

Mr. PHILLIMORE said they were constantly being told a great deal about the necessity for raising the standard of legal education, but he thought it would be an unwise step to take to attempt to turn the society into a university. The education that was necessary for the solicitor was wholly of a different type from that necessary for the barrister or the university student. The solicitor's work was that of the office, and he thought there was great danger of giving too great prominence to theoretical legal education. Though he would be the last to deprecate that a solicitor should be a well-educated man, he could not help thinking that if too high a standard of general knowledge or legal training was exacted it would simply have the effect of creating a select body of men who might not be ready to undertake such work as solicitors ordinarily performed, and of bringing about the existence of another body similar to accountants, or a lower class of legal practitioners; reverting in fact to the earlier days when there was the distinction between attorneys and solicitors and proctors and the rest. He did not think that if the society exacted a very high standard they would be doing the profession any good. He regretted the statement in the report that the council had instituted public "coaches." He could not help thinking it was an imprudent and injurious course for the council to have started public coaches.

The motion that the report be approved was then agreed to.

HALL AND OFFICES.

Mr. PARKER, in accordance with notice, called attention to the crowded condition of the society's hall and offices, owing to the vast increase in the number of the members and in the official business of the society, and moved:—"That the council be requested to decide at an early date upon the plans of the new buildings to be erected when the Chancery-lane leases fall in." He said the question of the enlargement of the hall had been brought to the notice of the members more than once, and he believed that the last lease of the property adjoining the hall would fall in at Lady Day, 1896. There was not a single official in the building, he should think, who did not feel, day by day, the necessity for the concentration of the offices, and the inconvenience caused by the crowded state of the building. The offices were distributed in such a way that there was a great waste of time and labour. During thirty years, to his knowledge, there had been no addition to the building except that of the examination hall. Vast changes had, however, taken place in the society during that period. In 1865 there were 2,035 members, now there were 7,415. At that time there was but one examination, the final, which occupied but one day; now there were no less than five examinations, and all these made demands upon the space and upon the staff. Indeed, sufficient space could not be found in the building for the examinations, and it was necessary to go elsewhere. There was then but one general meeting annually, and now there were four. The library at that time had 19,000 books; it had now 33,000, and the librarian reported that it was nearly full. The number of members referring to the library in 1865 did not exceed 2,000, and it had now increased to 7,000. The council had constantly, at the present time, to have recourse to outside committees, and every one of these added greatly to the labour of the secretary and his assistants. In addition, there had been instituted that valuable feature, the registry. Local societies had grown up in every direction, and were in close relationship with the society, which entailed a large amount of correspondence. The accommodation of the members had had to give way to the necessities of the work of the institution, and the arbitration rooms, which were extremely useful, had had to go. He thought that no time should be lost in preparing to erect such buildings as might be thought wise upon the ground which in 1896 would fall into the possession of the society.

The PRESIDENT: It may be convenient that I should mention that the plans of the proposed extension have been prepared, so that we may be ready when the leases fall in. They have not, however, been yet considered by the council; but, of course, they will be at a very early date. Naturally, they will require a great deal of consideration. Under these circumstances, I would ask you whether you think it necessary that I should put your motion?

Mr. PARKER thought that in view of the President's statement it was not desirable that he should press it. He would only add the hope that when the council had decided upon the plans they would exhibit them in the hall or library.

The PRESIDENT: Yes. I think that will be desirable.

LIBRARY.

Mr. PARKER had given notice to call attention to the desirability of keeping the library catalogue up to date, and to inquire when the first triennial supplement would be published?

The PRESIDENT said the supplement would be ready in July, 1894.

Mr. PARKER moved the resolution of which he had given notice as follows:—"That the list of new books added to the library be printed annually in a convenient form, and be circulated at cost price to such members as may subscribe therefor in advance." He said the motion was ancillary to the resolution passed some years since with regard to the library catalogue, and he also brought it forward in the hope that it would stimulate the sale of the catalogue, which had not, he believed, been quite so good as was desired. What the members wanted was a catalogue that they might have in their offices to give them information as to the actual books the society possessed. They did not want to have to come down to the library to find out if there was or was not a particular book. He felt sure that those who valued the catalogue would be willing to pay a small sum per annum to have the supplement supplied to them, and it should be printed from time to time as occasion required.

Mr. PHILLIMORE seconded the motion, but thought that the supplement should be printed more frequently than annually. He believed that in almost every little free library lists of new books were issued at very short intervals.

The PRESIDENT said the experience of the council was not very encouraging. The society had printed 2,000 copies of the new catalogue prepared recently, and but 242 copies had been sold. Of course it was simply a question of expense, but the funds were not in a very satisfactory condition. He hoped that Mr. Parker might be induced to think that the issuing of a new supplemental catalogue every three years would answer his purpose, more particularly in view of the fact that any member who went to the library could at once ascertain by inquiry, from the list which the librarian keeps, the books which had been acquired since the last catalogue was issued.

Mr. PARKER observed that the librarian had a list printed of new acquisitions. Why should not that list, which was standing in type, be printed for the service of those using the library? It meant nothing more than the cost of printing a certain number of copies instead of one.

The PRESIDENT said he was not quite sure that it was standing in type. He rather doubted it.

Mr. F. K. MUNTON (London) suggested that Mr. Parker should postpone his motion for twelve months, when the first triennial supplement would have been issued.

Mr. PARKER agreed to this course, and withdrew the motion.

LONDON CHAMBER OF ARBITRATION.

The following notice stood upon the paper of business:—"Mr. Herbert Bentwich, LL.B. (London), will move: 'That, inasmuch as the London Chamber of Arbitration has been successfully inaugurated, and several members of the society have been appointed legal arbitrators in connection therewith, it is expedient that the council of this society should formally recognise the chamber; and that it be referred to the council to take such steps as they may deem advisable to promote its further recognition by the profession.'"

The PRESIDENT said that, before Mr. Bentwich moved his resolution, it would perhaps be convenient that the meeting should be furnished with certain information which was in the possession of the council with reference to the Chamber of Arbitration.

Mr. BENTWICH said he possessed a mass of information he was anxious to put before the council and the meeting if the matter was to be discussed; but, at this late hour, he was afraid he should not obtain such an attentive hearing as the subject deserved. It had been suggested to him that the matter was one which did not affect London solicitors alone, and that, if the Chamber of Arbitration in London succeeded, it was a movement which was likely, and almost certain, to be adopted in all the commercial and industrial centres of this country. That being so, and the matter affecting provincial solicitors, who were unable to attend this meeting, it had been suggested to him that the subject would receive better attention and fairer discussion at a provincial meeting. He would therefore postpone it until the meeting in October.

The PRESIDENT: In the meantime it may be convenient for the members to be put in possession of the result of inquiries the council have made with regard to the subject. The chamber was inaugurated on the 17th of November, 1892. Business commenced early in December, and during the seven months which have elapsed twelve cases have been dealt with. In five out of the twelve cases one or other of the parties was represented by a solicitor. No counsel has as yet appeared. Eight out of the twelve cases were heard before a lay arbitrator, the other four being taken by an arbitrator who was a member of the legal profession. In some of the cases consider-

able sums were involved, in others the questions were not measurable by money. The average time occupied from the entry of the case to the taking up of the awards has been fourteen days, the average official fees, including award, being £5 to £6. Up to date, the services of Mr. Philbrick, the legal assessor, have not been called for.

Mr. BENTWICH said he was obliged for the information, some of which was new to him. He understood the movement which had been started in London had already had the effect of initiating movements in the same direction in Cardiff, Edinburgh, Sheffield, and other commercial places, and it was upon that ground that he thought the matter should be discussed when all parties would have an opportunity of considering it. He would withdraw the motion.

ELECTIONS TO THE COUNCIL.

Mr. HASTIE moved in accordance with notice:—"(1) That the present system of election to the council, whereby a bare majority of the members of the society are able to control the annual election of the council, is unfair and unsatisfactory. (2) That it is desirable that the country members should be formed into constituencies according to their district. (3) That it is desirable that the London members of the society should be formed into constituencies. (4) That the council do, and they are hereby directed to, take such steps as may be necessary to carry out these reforms." He thought it would be very much better that the provincial solicitors should be allowed to elect their own representatives in the different districts mapped out, so as to give a fair representation to the solicitors in those districts. With regard to London no precise scheme had shaped itself in his mind, but it was manifest that there must be some easy way of dividing London into constituencies. He did not think the present method of election a fair one. He had stood for the council on several occasions and had generally been supported by something between 700 and 800 electors. The members of the council who had been elected had received at the earlier elections 1,200 or 1,400 votes each, and later on, when there were more electors, something like 2,000. The same electors voted at all the elections, so there was one body which might be taken as 2,000 electing eleven or twelve members of the council, and another body of 700 who were not allowed to elect anybody at all. It was surely most unreasonable that 700 members should not be allowed to elect one council member whilst 2,000 could elect eleven or twelve.

The motions were not seconded.

CONVEYANCING FEES.

Mr. GUNNELL repeated his question with regard to solicitors in the country charging smaller fees in conveyancing business than those allowed by the scale.

The PRESIDENT said the council had not considered the question. Probably Mr. Gunnell would have observed from the appendix that it was a practice which prevailed in many parts of the country, and he (the President) could not suppose that there were not very good reasons for it; but the council had not taken the subject into consideration.

A vote of thanks to the President, moved by Mr. W. H. GRAY (London), and seconded by Mr. WING, terminated the proceedings.

The following are extracts from the annual report of the council:—

Number of Members.—The society now consists of 7,415 members, of whom 3,328 practise in town and 4,087 in the country; 584 new members have joined the society during the past year, and, after deducting the loss caused by death and other causes, the increase is 413, which is mainly due to the circulars issued by the society in December last, and the exertions of the provincial law societies and individual members both in town and country.

Extension of the Society.—The council have considered a question raised in connection with the extension of the society, as to whether the subscriptions of country members should be increased; and they had before them a comparative statement of the effect produced on the society's funds by the alteration (made in the year 1888) in the amount of the subscriptions of country members, and they find that while on the one hand there has been an increase of 1,084 in the number of country members of the society, on the other hand there has been a diminution of income from this source, while the general expenses of the society in the purchase of new rules, postage, stationery, office work, &c., has increased to a very great extent. It is of the greatest importance that the influence of the society should be increased by adding to the number of its members, so as to embrace as far as possible the whole profession, a fact which a great many solicitors apparently fail to appreciate. The council have not, however, thought it prudent at the present time to increase the subscriptions of the country members. The president, at the request of the council, sent a circular to all members of the profession, not members of the society, urging the great importance of strengthening the society. He added that the attacks made upon the profession required a steady and vigorous resistance, and that if the council could bring to bear upon all questions affecting the interests of the profession the powerful influence of 15,000 solicitors it would be irresistible. Copies of the circular were sent to all the provincial law societies, with a request that they would support the recommendations contained in it, and use their influence to induce solicitors to become members of the society. The result of this appeal was that upwards of 400 new members were added to the society.

Commissioners for Oaths.—Questions having arisen, owing to the divergence of practice amongst coroners, magistrates, and others, as to whether English commissioners for oaths were entitled to administer oaths to deponents in the Scotch form, the council took the matter into consideration, and came to the conclusion that commissioners were so entitled, having regard to the 5th section of the Act 51 & 52 Vict. c. 46, which enacts that "if any person desires to swear with uplifted hand in the form and manner in which an oath is usually administered in Scotland he shall be permitted to do so, and the oath shall be administered to him in such form and manner without further question," and they so informed their correspondents, and stated that in such cases the proper course was for the commissioner to ask the deponent whether the name at the foot of the affidavit was his name and in his handwriting, and then ask him to hold up his right hand and repeat the words of the oath after him as follows: "I swear by Almighty God as I shall answer to God at the great day of judgment that the contents of this my affidavit are true." A circular has recently been issued by the Home Office to clerks to justices of the peace and coroners, reminding them of the section of the Act of 1888, and intimating that the section applies to all oaths whatsoever, and that the initiative rests with the person desiring to be sworn in the mode authorized by the section, and that when he has expressed a wish to be so sworn no question as to his religious belief is to be asked, nor is he to be required to hold or kiss a Bible while being sworn.

Solicitors' Remuneration Order.—Numerous questions have been submitted to the council during the past year for decision or advice on questions arising under the Solicitors' Remuneration Order. As mentioned in the preface to their digest, 1889, the council found it desirable, owing to the frequency of applications made to it from all parts of the country, to consider only questions received from members of the society, or, at all events, from firms which include at least one solicitor who is a member. The council also desire to remind the society that, when a question as to practice or costs is actually in dispute between members, it is—as a rule—entertained only if both parties agree upon a statement of facts, and to be bound by the decision of the council. In their last report the council stated that, under the advice of counsel, they had selected a suitable case for reconsidering in the House of Lords the decisions *Re Field* and *Re Emanuel & Simmonds*. The case in question, *Savery and Stevens, appellants, and the Enfield Local Board, respondents*, was argued before the House of Lords in April, but was decided against the solicitors. It must, therefore, be taken as settled law that the costs of negotiations for a lease, and of an agreement for a lease followed by a lease, and containing no collateral matters, are covered by the *ad valorem* lease scale.

Solicitor-Mortgagee's Profit Costs.—In their last annual report the council stated that they had under consideration the subject of bringing a suitable test case before the court for the purpose of reviewing the recent decisions depriving a solicitor-mortgagee of his profit costs. Subsequently the cases of *Re Doody, Fisher* v. *Doody* (41 W. R. 49; 1893, 1 Ch. 141), and *Hibbert* v. *Lloyd* (1893, 1 Ch. 129), decided by Stirling, J., in August last, brought the subject of the right of a solicitor-mortgagee to charge profit costs again into prominence; and in view of the decisions in these cases (*Hibbert* v. *Lloyd* having been affirmed on appeal) the council thought that the time had arrived for a thorough examination into the whole question of a solicitor-mortgagee's right to profit costs, and as to the prospects of success in the event of any further recourse to the courts, or whether an attempt should be made to obtain relief by legislation from the pressure of existing decisions. The council accordingly laid an exhaustive case (in the preparation of which they were largely assisted by the Incorporated Law Society of Liverpool) before Sir Horace Davey, Q.C., and Mr. R. F. Norton. Counsel were asked to advise as to the prospect of success in the House of Lords on the question of the right of a solicitor-mortgagee to profit costs in the same way as in an action in which he acts for himself and recovers costs, and if success were unlikely, whether the object might probably be attained by legislation; and, further, as to the legality and effect of a clause in the mortgage giving a mortgagee-solicitor the right to charge profit costs. [The following is a copy of the opinion:—"The questions arising as to a solicitor-mortgagee's profit costs have been complicated in some of the cases by treating them as being analogous to questions arising as to profits made by a solicitor-trustee, with which, however, in our opinion, they have but little in common, though the results which have been arrived at are somewhat similar. The true rule applicable to the subject appears to be that a solicitor mortgagee is entitled, like every other mortgagee, to principal, interest, and costs, and the question which really arises is: What are the costs of a solicitor-mortgagee? The costs which any litigant is entitled to recover are such expenses as he has properly disbursed, or (in other words) expenses out of pocket, including, where a layman employs a solicitor, the sums paid or payable to the solicitor for his professional remuneration; but they do not include the remuneration of the litigant for his own skill, professional services, or loss of time. In fact, costs are (properly speaking) out-of-pocket expenses, and nothing beyond. This has now been recognized as the true principle and basis of decision in the cases where the question as to what are a solicitor-mortgagee's costs has arisen (see per Kinderaley, V.C., *Matthison* v. *Clarke* 1854, 3 Drew. 3, where the rule was applied to an auctioneer; per Romilly, M.R., *Re Taylor*, 1854, 18 Beav. 172; per Kindersley, V.C., *Sclater* v. *Cottam*, 1857, 3 Jur. N. S. 630; per Kay, J., *Re Roberts*, 1889, 44 Ch. D. 54; per Esher, M.R., and Fry, L.J., *Re Wallis*, 1890, 25 Q. B. D. 180; per Stirling, J., *Stone* v. *Lickorish*, 1891, 2 Ch. 370; and per Lindley, L.J., *Re Doody*, 1893, 1 Ch. 141). The only judicial *dictum* to the contrary which we have been able to find is that of Knight-Bruce, V.C., in *Ex parte Chamberlayne, Re West* (14 Jur. 997), and there are also to the contrary effect the *dicta* mentioned in the text-books referred to in *The London Scottish Benefit Society* v. *Chorley*, mentioned below, and the statement as to the practice in the taxing master's chambers referred to in *Stone* v. *Lickorish* (1891, 2 Ch. 370), from which it appears that there was no settled practice in the chancery branch of the court. No doubt the case of *The London Scottish Benefit Society* v. *Chorley* (12 Q. B. D. 452, 13 Q. B. D. 872) has been thought to conflict with the rule as to what are costs as

above stated, and there are (particularly in the court below) expressions to that effect in the judgments; but when the judgments of the Court of Appeal (13 Q. B. D. 872) are carefully considered, we do not think that the learned judges intended to lay down any rule conflicting with the principles stated above. (See per Esher, M.R., and per Fry, L.J., in *Re Wallis*, 25 Q. B. D. 180.) The effect of the decision seems to have been to allow as part of a solicitor's costs out of pocket a fair allowance for the expense of his clerks, &c., in respect of work usually done through a solicitor's clerk. If this case is correct, we do not see why it does not apply equally to the costs of a solicitor-mortgagee acting for himself in contentious business. But we doubt very much whether it can be supported. It seems to us to introduce a distinction which is difficult to understand and almost impossible to define. The employment of the salaried clerk does not increase the solicitor's expenses in any way, and does not, in our opinion, in any sense form an item in out-of-pocket expenses. Applying the principles above stated to a solicitor-mortgagee who acts both for himself as mortgagee and for his client as mortgagor in the preparation of the mortgage, the solicitor is not entitled to make any charge as remuneration for his professional skill or time for business which he does as mortgagee, but can charge his actual expenses out of pocket, and (as we think) also as against the mortgagor personally, his costs for business done on the mortgagor's as distinguished from the mortgagee's behalf; and if the solicitor-mortgagee, subsequent to the date of the mortgage, undertakes any business, contentious or non-contentious, on behalf of himself as mortgagee, he will not be entitled to make any charge as remuneration for his time or skill employed therein, but can charge his expenses out of pocket only, whatever may be properly included in that expression. We are also of opinion that there is not any substantial chance of getting a different rule enacted by statute. It is unlikely that Parliament would pass a Bill for giving to solicitors only for their trouble in litigation remuneration to which other professional men are not entitled, and it is also unlikely that Parliament would pass a statute giving all professional men remuneration for their time and trouble when engaged in litigation.

2. In cases where the solicitor is one of several mortgagees, it is decided by *Re Doody* (1893, 1 Ch. 129), that the same rule applies as if the solicitor is himself the sole mortgagee, and we do not see how any distinction in favour of the solicitor can be drawn, for, as Lord Justice Lindley points out, unless the same rule applies, the solicitor-mortgagee will be charging against the mortgagor a remuneration for his own personal trouble; that decision, moreover, is in accordance with *Sclater* v. *Cottam*.

3, 4, & 5. We are of opinion that a solicitor-mortgagee can by an aptly-drawn agreement (the provisions and effect of which must, of course, be specially explained to the client) stipulate that he shall be paid for his personal skill and trouble such remuneration as he would have been paid had he been employed as solicitor for a lay mortgagee. We are of opinion that there is not any rule of law or equity which renders such a bargain void; the only authority to the contrary is the case of *Field* v. *Hopkins*, before Mr. Justice Kay (44 Ch. D. 524), and his lordship's observations in that case are only *dicta*, as they were not necessary for the decision of the case, and they were not in any way sanctioned by the Court of Appeal. The remuneration payable under a bargain so made could, in our opinion, be enforced against the mortgagor, and it could also be enforced against subsequent mortgagees where the remuneration was payable for work done prior to the notice of a second mortgage; but we have some doubt whether, consistently with the principle laid down in *Hopkinson* v. *Rolt* (9 H. L. C. 514), such a bargain could be enforced as against subsequent mortgagees, as regards work done subsequently to the receipt of such a notice.—HORACE DAVEY. ROBERT F. NORTON. Lincoln's-inn, 28th February, 1893."]

The Liverpool Law Society thereupon raised certain other questions for the consideration of counsel, and a further case has been submitted by the council to Mr. R. F. Norton, but his opinion has not been received.

LEGAL NEWS.

APPOINTMENTS.

Mr. R. A. RUNDLE, solicitor (of the firm of Messrs. Rundle & Hobrow), Portland House, Basinghall-street, E.C., has been appointed a Commissioner for administering Oaths for the High Court at Fort William and for the North-Western Provinces of India, and for taking Acknowledgments of Married Women in respect of property in India.

Mr. ARTHUR P. JOHNSON, assistant solicitor to the Corporation of Nottingham and secretary to the Mayor of Nottingham, has been appointed Vestry Clerk of Hampstead, in succession to Mr. Thomas Bridger, who has resigned.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

FREDERIC WILLIAM BLUNT, PERCY LAWFORD, and GRAHAM BLUNT, solicitors, 95, Gresham-street, London, E.C. (Blunt & Lawford). June 30. [*Gazette*, July 14.

GENERAL.

The death is announced of Sir John Iles Mantell, the stipendiary magistrate of Salford and the petty sessional division of Manchester from 1869 to 1885.

Mr. John Mottram, of Leeds, says the *Globe*, is evidently a person who inspires the bench with a profound belief in his longevity. He is at present seventy-five years of age, and he has been ordered by the judge of the Crewe County Court to pay a penny a year to Mr. John Stelfox, of Manchester, until his debt of £3 10s. has been wiped out, the payment to begin in July, 1899. At this rate, Mr. Mottram will be 921 by the time he has discharged his debt.

The *Albany Law Journal* says that the Supreme Court of the United States is composed of nine justices. One-third of them—Chief Justice Fuller and Justices Field and Jackson—are Democrats, while the remaining six are Republicans. Their names, years of birth, and of appointment to this court are as follows:—

	Birth.	Appointed.
Melville W. Fuller (C.J.)	1833	1888
Stephen J. Field	1816	1863
John M. Harlan	1833	1877
Horace Gray	1828	1881
Samuel Blatchford [since deceased]...	1820	1882
David J. Brewer	1837	1889
Henry B. Brown	1836	1890
George Shiras	1832	1892
Howell E. Jackson	1832	1893

The foundation stone of the extension of the City of London Court was laid last week by Mr. Japheth Tickle, chairman of the Law and City Courts Committee of the City Corporation, in the presence of a large number of persons, including Mr. Commissioner Kerr (the judge), Mr. J. Robins (deputy judge), Mr. J. A. Wild (registrar), &c. Mr. Tickle explained that it was owing to the rapid rate at which the business of the court had increased that the necessity had arisen to extend the premises. The court had been presided over for thirty-five years by one of the soundest lawyers and most popular judges on the bench, to whom the completion of the building must be a source of great gratification, as it was to the corporation. The importance of the City of London Court to the citizens and the public could not be questioned, situate as it was in the centre of the greatest city in the world. He then laid the foundation stone, amidst hearty cheering. The cost of the building when completed will be £24,000.

On Thursday last, says the *St. James's Gazette*, Mr. Whitmore was to ask the Home Secretary "whether two additional police-magistrates for London are not to be appointed. They are badly wanted. We noted a day or two ago that business at Mr. Haden Corser's court had to be suspended for the day owing to the illness of the magistrate. The circumstance brings into relief not only the general undermanning of the London police courts, but also the particular weakness of two of them, the West London and the South-Western. For some reason these two courts have only three magistrates attached to them, as have the North London and Clerkenwell; but all the others have four magistrates for every two courts. During the holiday period one magistrate attached to each "union" is away on vacation. Thus there are only two magistrates left in town for the West London and South-Western courts; and when one magistrate is suddenly ill his court has to be closed for the day, to the great inconvenience of everybody. Why should not each pair of courts in the metropolis have its four magistrates?" [The Home Secretary said on Thursday that the question was under consideration.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July 24	Mr. Clowes	Mr. Carrington	Mr. Farmer
Tuesday....25	Jackson	Lavie	Rolt
Wednesday 26	Clowes	Carrington	Farmer
Thursday 27	Jackson	Lavie	Rolt
Friday 28	Clowes	Carrington	Farmer
Saturday 29	Jackson	Lavie	Rolt
	Mr. Justice Stirling.	**Mr. Justice Kekewich.**	**Mr. Justice Romer**
Monday, July 24	Mr. Pemberton	Mr. Beal	Mr. Leach
Tuesday....25	Ward	Pugh	Godfrey
Wednesday 26	Pemberton	Beal	Leach
Thursday 27	Ward	Pugh	Godfrey
Friday 28	Pemberton	Beal	Leach
Saturday 29	Ward	Pugh	Godfrey

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BLAKE.—July 18, the wife of Edward Jarman Blake, solicitor, of the Old House, Crewkerne, Somerset, of a daughter

MCGUSTY.—July 12, at 6, Herbert-place, Dublin, the wife of G. A. McGusty, barrister-at-law, of a son.

MARRIAGES.

ROMER—RITCHIE.—July 12, at St. Jude's, South Kensington, Mark Lemon Romer, of

Lincoln's-inn, barrister-at-law, second son of the Hon. Mr. Justice Romer, to Annie Wilmot, fourth daughter of the Right Hon. C. T. Ritchie.

TYSER—SHAW.—July 11, at St. Paul's, Swanley, Kent, Charles R. Tyser, barrister-at-law, to Lilian Adelaide, daughter of the late Rev. C. J. K. Shaw, vicar of Newington-next-Hythe.

DEATHS.

BEHREND.—July 16, suddenly, at his residence, 38, Arundel-gardens, London, Samuel Hessey Behrend, M.A., solicitor, of 35, Bucklersbury, E.C., late barrister-at-law.

GRANT.—July 16, at The Grove, Ealing, John Glasgow Grant, C.M.G., barrister-at-law, formerly Speaker of the House of Assembly and Master in Chancery, Barbados, aged 88.

HILL.—July 11, at his residence, 16, Douglas-road, Canonbury, John Hill, solicitor, of 9, Mincing-lane.

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARCAS PLATING CO, LIMITED—Petn for winding up, presented June 23, directed to be heard on July 21. Fielder, 3 and 4, Lincoln's inn fields, solcr for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 20

BAILDON CONSERVATIVE ASSOCIATION BUILDINGS CO, LIMITED—Creditors are required, on or before Aug 1, to send in their names and addresses, and the particulars of their debts or claims, to William Field, Midland chmbrs, Shipley. Robinson & Co, Bradford, solors for liquidator

FINSBURY PARK BRICK MANUFACTURING CO, LIMITED—Creditors are required, on or before Aug 11, to send their names and addresses, and the particulars of their debts or claims, to Roger Henry Abbott, 100, Aldersgate st. Price & Sons, Walbrook, solors for liquidator

HOTEL BRISTOL, LIMITED—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to Alfred Lionel Lewis, 54, Highbury hill

INTERNATIONAL EXPRESS, LIMITED—Petn for winding up will be heard on Friday, July 21. Whites & Co, 28, Budge row, agents for Press & Inskip, Bristol, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 20

NEUHAUS COMBINATION MACHINE CO, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Andrew Wallace Barr, Copthall House, Copthall avenue

NEW ZEALAND LOAN AND MERCANTILE AGENCY CO, LIMITED—Petn for winding up, presented July 12, directed to be heard on Friday, July 21. Paine & Co, 14, St Helen's pl, solors for company. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 20

PALMERSTON WINE ASSOCIATION, LIMITED—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to Alfred Lionel Lewis, 54, Highbury hill

WILLIAMSON'S DRUG CO, LIMITED—Creditors are required, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims, to Nathan Todd, Penrith. Little & Lamonby, Penrith, solors for liquidator

London Gazette.—TUESDAY, July 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY

TOMINIL MINES, LIMITED—Petn for winding up, presented July 14, directed to be heard on Aug 2. C E Beal, 30, Regent st, solor for company. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 1

TOURIST AND PROVIDING CO, LIMITED—Creditors are required, on or before Aug 28, to send their names and addresses, and the particulars of their debts or claims, to J J Johnson 130, Meadow st, Moss Side, Manchester

FRIENDLY SOCIETIES DISSOLVED.

COALVILLE BRITISH WORKMEN'S FRIENDLY SOCIETY, Ebenezer School, Leicester. July 13

COLEFORD MUTUAL BENEFIT SOCIETY, Baptist School room, Coleford, Gloucester. July 13

DOVERIDGE PROVIDENT CO-OPERATIVE SOCIETY, LIMITED, Stores, Doveridge, Derby July 13

GELLIDAWEL FRIENDLY SOCIETY, Red Cow Tavern, Tonyrefail, Glamorgan. July 13

STOCKWELL SOCIAL CLUB, 85, Stockwell rd. July 13

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 7.

MILLER, DALTON THOMAS, Sherborne lane, Solicitor. July 31. Wood v Miller, North, J. Kirby, Old Palace yd, Westminster

WILKINSON, MARY, Claughton, nr Birkenhead, Flatowner. July 31. Wilkinson v Wilkinson, Registrar, Liverpool. Quinn, Liverpool

WILLIAMS, LEWIS, Newport, Monmouthshire, Innkeeper. July 22 Griffiths Brothers, Limited v Williams, Stirling, J. Llewellin, Newport

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 11.

BARR, WILLIAM THOMAS, Leamington Spa, Oilman Aug 15 Overell & Son, Leamington Spa

BULLOCK, ALFRED, Landport, Hants, Licensed Victualler Aug 19 King, Landport

CATES, LOUISA, Fakenham, Norfolk Aug 21 Cates & Co, Fakenham

CATES, ROBERT, Fakenham, Norfolk, Solicitor Aug 21 Cates & Co, Fakenham

CLOSE, FRYER, Epney, Glos Aug 14 Bretherton & Co, Gloucester

CULLEN, JEFFERY, New ct, St Swithin's lane Aug 10 Wightwick & Gardner, Folkestone

CULLEN, SARAH, Folkestone Aug 10 Wightwick & Gardner, Folkestone

DAVENPORT, CHARLES, Bury, Wheelwright July 24 Butcher & Barlow, Bury

ELLIOTT, GRACE GARLAND, Romola rd, Herne hill Aug 7 Jackson & Co, Old Jewry chmbrs

EWAN, MARY, Garlands Asylum, nr Carlisle Aug 19 Bolton & Bolton, Kendal

FOSTER, ALICE JEFFERY, Folkestone Aug 10 Wightwick & Gardner, Folkestone

FRANCE, JOHN, Marsden, nr Huddersfield, Brewer Sept 1 Laycock & Co, Huddersfield

GABB, JAMES FREDERICK SECRETAN, Charlton Kings, Glos, Clerk in Holy Orders Sept 20 Drew, Cheltenham

GEORGE, RICHARD, Faversham, Kent, Wheelwright Sept 1 Johnson, Faversham

GODWIN, JAMES, C.C., Grand avenue, Leadenhall market, Meat Salesman July 31 White, Bank bldgs, Ludgate circus

HAGGARD, WILLIAM MEYDOHM RIDER, Bradenham Hall, Norfolk, J.P., D.L., Barrister at Law Aug 19 Young & Co, St Mildred's ct, Poultry

HARRIS, MARY, Connaught sq, Hyde pk Aug 22 Druces & Attlee, Billiter sq

IRELAND, HENRY RICHARD, Handsworth, Staffs, Commercial Traveller Sept 1 Tyndall & Co, Birmingham

JACKSON, JAMES, Calne, Wilts Aug 19 Gough, Calne

JENNINGS, GEORGE THOMAS, Faversham, Kent, Salesman Sept 1 Johnson, Faversham

LAWSON, ELIZABETH, Sunderland Aug 12 Moore & Co, Sunderland

LOXHAM, JOHN WALTON, Liverpool, Gent Aug 15 Sefton, Liverpool

MAYFIELD, JAMES, Lincoln Aug 28 Norledge & Colton, Newark

MILLER, THOMAS, Westhoughton, Lancs, Collier July 18 Richardson & Marsh, Bolton

MOSTYN, JOHN, Llansilin, co Denby, Tailor Aug 3 Simon, Mold, Flints

NORMAN, JAMES CHARLES, Highworth, Wilts, Clerk in Holy Orders July 31 Elwell, Highworth

PICKFORD, SARAH, Bayston rd, Stoke Newington Aug 15 Dunkerton & Son, Bedford row

PRYKE, GEORGE, Portsea, Hants, Licensed Victualler Aug 19 King, Landport

RODDAM, SELINA HENRIETTA, Newport, Salop Aug 10 Dawson & Co, Lincoln's inn

SAUNDERS, LUCY, Windsor rd, Ealing Aug 1 Miller & Co, Telegraph st

SECKER, MARIA LOUISA, Crofton Towers, nr Wakefield Aug 1 Dixon & Horne, Wakefield

SQUIRE, FRANCES OCTAVIA, Dorking, Surrey Aug 15 Harston, Bishopsgate st Within

TOMLINSON, NATHANIEL, Wettenhall, nr Winsford, co Chester, Farmer Sept 9 Cooke, Winsford

TYRELL, Lieutenant-Colonel WALTER ROBERT, Plashwood, Haughley, Suffolk Aug 9 Sparke & Son, Bury St Edmunds

USHER, JOHN, Faversham, Kent, Hay Merchant Sept 1 Johnson, Faversham

WADDINGTON, ELIZABETH, Birkenhead Aug 8 Lamb & Taylor, Birkenhead

WATKINS, WILLIAM ABBOT, Waterford, Captain in Royal Artillery Sept 1 Tyndall & Co, Birmingham

WINDSOR, EDWIN, Liverpool, Licensed Victualler Sept 7 Berry, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 14.

RECEIVING ORDERS.

BALLARD, HENRY, Station rd, Forest Gate, Bootmaker High Court Pet July 10 Ord July 10

BOBBETT, ARTHUR, York yard, Duncan st, Islington, Cab Proprietor High Court Pet May 27 Ord July 10

BOWER, HENRY REES, Buckingham Palace rd, Wine Merchant's Clerk High Court Pet June 21 Ord July 10

BROWN, ANNIE MARIA, Great Grimsby, Milliner Great Grimsby Pet July 11 Ord July 11

COACHWORTH, GEORGE, Dargate, Hernehill, Kent, Fruiterer Canterbury Pet July 11 Ord July 11

DAILY, HENRY GEORGE, and CHARLES JOHN DAILY, St Mary st, Whitechapel, Steam Dyers High Court Pet July 10 Ord July 10

DAVIES, DAVID JOHN, Dowlais, Glam, Grocer Merthyr Tydfil Pet July 12 Ord July 12

DAVIES, JOHN LLEWELLIN, Risca, Mon, Draper Newport, Mon Pet July 12 Ord July 12

ELLIOTT, RICHARD, Finsbury pavement, Solicitor's Managing Clerk High Court Pet July 10 Ord July 10

EVANS, JOHN, Penygroes, Carnarvonshire, formerly Coal Dealer Bangor Pet July 11 Ord July 11

EVANS, RICHARD, Treharris, Glam, Labourer Merthyr Tydfil Pet July 11 Ord July 11

FIELD, HARRY, Smodland, Kent, Butcher Maidstone Pet July 11 Ord July 11

FOSS, GEORGE, Worcester, Glover Worcester Pet July 11 Ord July 11

GLADSTONE, JAMES, Addington, Surrey, Farmer Croydon Pet July 7 Ord July 7

GOODMAN, ALFRED, Canterbury, Carver Canterbury Pet July 11 Ord July 11

GRANT, MICHAEL HENRY RYAN, King's Norton, Worcs, Builder Birmingham Pet July 8 Ord July 8

HULL, TOM WILLIAM, Fratton, Hants, Baker Portsmouth Pet July 8 Ord July 8

JESSETT, CORNELIUS, Priors Marston, Warwickshire, Labourer Warwick Pet April 26 Ord July 8

LAWRENCE, ISAAC, Twining, nr Tewkesbury, Farmer Newport, Mon Pet June 30 Ord July 12

LEE, THOMAS, Watford, Herts, Boot Dealer Bridgwater Pet June 27 Ord July 10

LE GRAND, W S, Denmark hill, late Brewer's Manager High Court Pet June 19 Ord July 8

LISTER, JOHN, Kingston upon Hull, Furniture Dealer Kingston upon Hull Pet July 10 Ord July 10

LUGG, WILLIAM JAMES, Fowey, Cornwall, Outfitter Truro Pet July 12 Ord July 12

MILES, JOHN, Kemp Town, Sussex, Nurseryman Brighton Pet July 11 Ord July 11

PARKER, GEORGE, Blackwood, Mon, General Dealer Tredegar Pet July 10 Ord July 11

PERKINS, CHARLES, Gt Grimsby, Fruiterer Gt Grimsby Pet July 12 Ord July 12

POINGDESTRE, W F, Colville mansions, Notting hill High Court Pet June 29 Ord July 12

SHERSON, Lady ANNE, Cambridge avenue, Kilburn, Widow High Court Pet July 11 Ord July 11

SMITH, WILLIAM, Danby st, Denmark pk, Commercial Clerk High Court Pet July 11 Ord July 11

SHELGROVE, HENRY, Landport, Builder Portsmouth Pet July 10 Ord July 10

SPARROW, WALTER, Cambridge, Builder Cambridge Pet July 11 Ord July 11

STAFFORD, WILLIAM HENRY, Spilsby, Linc, Sewing Machine Agent Boston Pet July 10 Ord July 10

SUMMERS, ALEXANDER HENRY, Bulwell, Nottingham, Grocer Nottingham Pet July 11 Ord July 11

TROTMAN, ALBERT, Ystrad, Rhondda, Glam, Collier Pontypridd Pet July 10 Ord July 10

TURNER, GEORGE JESSE, and GEORGE FREDERICK FOXELL, Carter lane, Umbrella Manufacturers High Court Pet July 5 Ord July 11

VERRALL, JOHN HERBERT, Burton on Trent, Builder Maidstone Pet July 10 Ord July 10

WALKER, JOHN, Carlisle, Innkeeper Carlisle Pet July 11 Ord July 11

WALLER, DYSON HUSEY, and BENJAMIN POWELL, Whitwood, nr Wakefield, Travelling Steam Horses Proprietors Wakefield Pet July 7 Ord July 7

WHEELER, HENRY, Woodburn Green, Bucks, Lime Merchant Aylesbury Pet July 12 Ord July 12

WILKS, BENJAMIN, Swansea, Furniture Dealer Swansea Pet July 11 Ord July 11

The following amended notice is substituted for that published in the London Gazette of July 7:—

CROISDALE, JAMES ARTHUR LYNDON, Elmdon, Warwickshire, Journalist Birmingham Pet June 16 Ord June 28

ORDERS RESCINDING RECEIVING ORDERS.

CHESTER, CHARLES ANTHONY (in the Receiving Order described as C A CHESTER), Mount st, Gent High Court Rec Ord June 26 Resc July 10

HEWITT, T H, St Swithin's lane, Insurance Underwriter High Court Rec Ord June 16 Resc July 12

FIRST MEETINGS.

ALLEN, CATHERINE CROSBY, Halsey st, Cadogan square, Court Dressmaker July 21 at 12 Bankruptcy bldgs, Carey st

BALLARD, HENRY, Station rd, Forest Gate, Bootmaker July 21 at 1 Bankruptcy bldgs, Carey st

BOWER, HENRY REES, Buckingham Palace rd, Wine Merchant's Clerk July 25 at 11 Bankruptcy bldgs, Carey street
BOYES, STEPHEN, Devonport st, Commercial rd East, Flour Factor July 25 at 12 Bankruptcy bldgs, Carey st
BRADLEY, JOHN FREDERICK, Worcester, Boot Maker July 25 at 11.30 Off Rec, Worcester
CHANDLER, WILLIAM, Preston Park, Sussex, Dairyman July 24 at 12 Off Rec, 4, Pavilion bldgs, Brighton
CHARNLEY, EDMUND, Preston, Painter July 28 at 3 Off Rec, 14, Chapel st, Preston
CLEAVER, RICHARD, Lichfield, Seedsman July 27 at 11.30 Off Rec, Walsall
COLLETT, HARRIET, Coln St Aldwyns, Fairford, Glos, Linen Draper July 21 at 12 Off Rec, 32, High st, Swindon
COLSTON, JAMES, Cardiff, Watchmaker July 24 at 11 29, Queen st, Cardiff
COOPER, JOHN, Lower Broughton, Salford, late Cotton Waste Dealer July 24 at 3 Ogden's chmbrs, Bridge st, Manchester
CRANE, JAMES, Sheffield, Coal Merchant July 24 at 2.30 Off Rec, Figtree lane, Sheffield
CROTHALL, CHARLES, Staplehurst, Kent, Boot Maker July 26 at 3 Off Rec, Week st, Maidstone
DAILY, HENRY GEORGE, and CHARLES JOHN DAILY, St Mary's st, Whitechapel, Steam Dyers July 21 at 2.30 Bankruptcy bldgs, Carey st
FIELD, HARRY, Snodland, Kent, Butcher July 26 at 4 Off Rec, Week st, Maidstone
GANT, ARTHUR JOHN, Brighton, Solicitor July 24 at 3 Off Rec, 4, Pavilion bldgs, Brighton
GENNEY, WILLIAM, Gt Grimsby, Basket Maker July 22 at 11 Off Rec, 15, Osborne st, Gt Grimsby
GLEVES, JOHN, Knight's hill rd, West Norwood July 21 at 11 Bankruptcy bldgs, Carey st
GOODHEAD, ALFRED HENRY, Burton on Trent, Tailor July 21 at 3.30 Midland Hotel, Station street, Burton on Trent
HALL, HENRY WILLIAM, Besseborough pl, Pimlico, Carriage Builder July 25 at 11 Bankruptcy bldgs, Carey st
HOUSE, RICHARD, Fore st avenue July 21 at 2.30 Bankruptcy bldgs, Carey st
HULL, TOM WILLIAM, Fratton, Hants, Baker July 25 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth
JARVIS, JOHN WILLIAM, and JOHN WILLIAM JARVIS (jun), Charing Cross rd, Booksellers July 21 at 12 Bankruptcy bldgs, Carey st
JOHNSEN, HANS, Kingston upon Hull, Commission Agent July 22 at 11 Off Rec, Trinity house lane, Hull
LAITWOOD, JOHN, Balham, Surrey July 24 at 11.30 24, Railway app, London bridge
LE GRAND, W S, Denmark hill, late Brewer's Manager July 24 at 11 Bankruptcy bldgs, Carey st
LOCKE, SUSANNAH, Manchester, Music Dealer July 21 at 3 Ogden's chmbrs, Bridge st, Manchester
MATTHEWS, WILLIAM, Hockering, Norfolk, of no occupation July 22 at 12 Off Rec, 8, King st, Norwich
OLDFIELD, GEORGE, Cobham, Kent, Licensed Victualler July 24 at 11.30 Off Rec, Rochester
PALMER, F A, Bromsgrove, Worcs, Butcher July 25 at 10.30 Off Rec, Worcester
PETER, ALFRED, Clapham, Surrey July 25 at 11.30 24, Railway app, London bridge
POWELL, JOB, Landport, Grocer July 25 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
PRESTON, GEORGE FREDERICK, Fowey, Cornwall, Gent July 21 at 10.30 Off Rec, Boscawen st, Truro
PROFF, JOHN HERMANN, Lady Margaret rd, Kentish Town, Tailor July 24 at 12 Bankruptcy bldgs, Carey st
RAYNER, BENJAMIN NUTT, sen, Sittingbourne, Kent, late Grocer July 25 at 11.30 Off Rec, High st, Rochester
ROGERS & JACKSON, late Devonshire chmbrs, Bishopsgate st Without, Stock Dealers July 24 at 12 Bankruptcy bldgs, Carey st
SANFORD, HENRY, Bromley, Kent, Builder July 21 at 11.30 24, Railway approach, London Bridge
SHOOLBERG, EDA, Kingston upon Hull, Clothier's Manager July 24 at 11 Off Rec, Trinity House lane, Hull
SIMPSON, FREDERICK, High st, Wood Green, Jeweller July 21 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
SLINGER, JOSEPH, Lancaster, Coachbuilder July 28 at 2.30 Off Rec, 14, Chapel st, Preston
SNELGROVE, HENRY, Landport, Builder July 25 at 4 Off Rec, Cambridge Junction, High st, Portsmouth
TURNER, JOSEPH, Pendleton, Salford, Boot Manufacturer July 21 at 3.30 Ogden's chambers, Bridge street, Manchester
VERRELL, JOHN HERBERT, Burton on Trent, Builder's Foreman July 26 at 3.30 Off Rec, Week st, Maidstone
WALKER, JAMES DIXON, and HANNAH BURROWS, Barnsley, Down Quilt Manufacturers July 26 at 10.15 Off Rec, 3, Back Regent st, Barnsley
WALKER, JOHN, Carlisle, Innkeeper July 21 at 12 12, Lonsdale st, Carlisle
WALLER, DYSON HIRST, and BENJAMIN POWELL, Whitwood nr Wakefield, Travelling Steam Horses Proprietors July 21 at 11 Off Rec, Bond ter, Wakefield
WESTON, HERBERT THOMAS, Sheffield, late Manager of a Limited Co July 24 at 3 Off Rec, Figtree lane, Sheffield
WHITWORTH, ROBERT, Milnrow, nr Rochdale, late Cotton Waste Dealer July 24 at 3.5 Ogden's chmbrs, Bridge st, Manchester
WINWOOD, THOMAS, Worcester, Plumber July 25 at 12 Off Rec, Worcester
WOOD, SARAH JANE, Burton on Trent, Corn Dealer July 21 at 3 Midland Hotel, Station st, Burton on Trent
WOODCOCK, THOMAS, Coppull, nr Chorley, Lancs, Farmer July 21 at 11 16, Wood st, Bolton

The following amended notice is substituted for that published in the London Gazette of July 7:—

BIRCH, CHARLES SEPTIMUS, Leamington, Professor of Music July 22 at 11.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ADAMSON, JOSEPH JOHN, Handsworth, Staffs, Carriage Builder Birmingham Pet June 17 Ord July 6
ALLEN, CATHERINE CROSBY, Halsey st, Cadogan square, Court Dressmaker High Court Pet July 7 Ord July 8
BATE, A, late Whitechapel rd, Licensed Victualler High Court Pet May 18 Ord July 12
BOWER, HENRY REES, Buckingham Palace rd, Wine Merchant's Clerk High Court Pet June 21 Ord July 11
BROCK, WALTER, Wood st square, Apron Manufacturer High Court Pet June 27 Ord July 8
BROWN, ANNIE MARIA, Great Grimsby, Milliner Great Grimsby Pet July 11 Ord July 11
COACHWORTH, GEORGE Dargate, Hernhill, Kent, Fruiterer Canterbury Pet July 11 Ord July 11
CROISDALE, JAMES ARTHUR LYNDON, Elmdon, Warwickshire, Journalist Birmingham Pet June 16 Ord July 8
DAILY, HENRY GEORGE, and CHARLES JOHN DAILY, St Mary st, Whitechapel, Steam Dyers High Court Pet July 10 Ord July 10
DAVIES, D J, Morriston, Glam, Draper Swansea Pet June 27 Ord July 8
DAVIES, HERBERT WILLIAM, Swansea, Licensed Victualler Swansea Pet June 30 Ord July 8
ELLIOTT, RICHARD, Finsbury pavement, Solicitor's Managing Clerk High Court Pet July 10 Ord July 10
EVANS, DAVID, Celyn, Meifod, Montgomeryshire, Farmer Newtown Pet June 26 Ord July 12
EVANS, JOHN, Penygroes, Carnarvonshire, formerly Coal Dealer Bangor Pet July 11 Ord July 11
EVANS, RICHARD, Treharris, Glam, Labourer Merthyr Tydfil Pet July 11 Ord July 11
FIELD, HARRY, Snodland, Kent, Butcher Maidstone Pet July 10 Ord July 11
FOSS, GEORGE, Worcester, Glover Worcester Pet July 11 Ord July 11
GARRETT, EDWARD LEWIS, Billiter st, Jute Broker High Court Pet June 2 Ord July 8
GLASSEY, CHARLES HENRY, Birmingham, Fish Dealer Birmingham Pet July 1 Ord July 6
GOODBAN, ALFRED, Canterbury, Carver Canterbury Pet July 11 Ord July 11
GROVER, THOMAS, Finsbury pavement High Court Pet May 15 Ord July 8
HALL, HENRY WILLIAM, Besseborough place, Pimlico, Carriage Builder High Court Pet July 6 Ord July 8
HEYWOOD, HARVEY GEORGE, Bridge rd, Hammersmith, Builder High Court Pet April 12 Ord July 8
HILLARY, JOHN RAYMENT, Manchester, Accountant Manchester Pet June 8 Ord July 11
HUGHES, H SEYMOUR, Eccleston sq High Court Pet May 27 Ord July 11
HULL, TOM WILLIAM, Fratton, Hants, Baker Portsmouth Pet July 8 Ord July 8
JOHNSEN, HANS, Kingston upon Hull, Commission Agent Kingston upon Hull Pet June 16 Ord July 11
JONES, THOMAS HUGH, Garth, Bangor, Carnarvonshire, Quarry Manager Bangor Pet June 19 Ord July 12
KLUGH, ARTHUR GEORGE, Newgate st, late Public Accountant High Court Pet May 30 Ord July 8
LISTER, JOHN, Kingston upon Hull, Furniture Dealer Kingston upon Hull Pet July 10 Ord July 10
LUGG, WILLIAM JAMES, Fowey, Cornwall, Outfitter Truro Pet July 11 Ord July 12
MABBUTT, THOMAS, Linslade, Bucks, Painter Luton Pet July 4 Ord July 11
MARTIN, JOHN HAMILTON, Tedworth sq, Chelsea, Lieutenant in Dragoon Guards High Court Pet Nov 10 Ord July 8
MASON, GEORGE HENRY, Gainsborough, Plumber Lincoln Pet July 3 Ord July 12
MILES, JOHN, Kemp Town, Brighton, Nurseryman Brighton Pet July 10 Ord July 11
NEESHAM, GEORGE, Middlesborough, Metal Broker Middlesborough Pet June 23 Ord July 10
NICHOLAS, JOHN SAMUEL, Daventry, Northamptonshire, Jeweller Northampton Pet June 14 Ord July 8
PALMER, RICHARD ELLIOTT, Newdigate, Surrey, late Wine Merchant Croydon Pet June 5 Ord July 6
PARRISIUS, PAUL EDWARD HERMANN, George yard, Bank Clerk High Court Pet June 8 Ord July 11
PERKINS, CHARLES, Great Grimsby, Fruiterer Great Grimsby Pet July 12 Ord July 12
PONCHIELLI, GUGLIELMO, Charterhouse st, Provision Merchant High Court Pet June 17 Ord July 8
PRESTON, GEORGE FREDERICK, Fowey, Cornwall, Gent Truro Pet June 23 Ord July 12
PRICE, EDWIN C H, Upper Westbourne terrace, Army Captain High Court Pet Feb 17 Ord July 8
SHERSON, Lady ANNE, Cambridge avenue, Kilburn, Widow High Court Pet July 11 Ord July 11
SHARRY, BAKER, Malton, Yorks, Saddler Scarborough Pet June 19 Ord July 12
SNELGROVE, HENRY, Landport, Builder Portsmouth Pet June 29 Ord July 10
SPARROW, WALTER, Cambridge, Builder Cambridge Pet July 11 Ord July 11
STAFFORD, WILLIAM HENRY, Spilsby, Lincs, Sewing Machine Agent Boston Pet July 10 Ord July 10
SUMMERS, ALEXANDER HENRY, Bulwell, Nottingham, Grocer Nottingham Pet July 11 Ord July 11
THOTMAN, ALBERT, Ystrad Rhondda, Glam, Collier Pontypridd Pet July 10 Ord July 10
TURNER, JOSEPH, Pendleton, Salford, Boot Manufacturer Salford Pet June 21 Ord July 12
VERRELL, JOHN HERBERT, Burton on Trent, Builder Maidstone Pet July 10 Ord July 10
WALKER, JOHN, Carlisle, Innkeeper Carlisle Pet July 11 Ord July 11
WALLER, DYSON HIRST, and BENJAMIN POWELL, Whitwood, nr Wakefield, Travelling Steam Horses Proprietors Wakefield Pet July 7 Ord July 7
WILKS, BENJAMIN, Swansea, Furniture Dealer Swansea Pet July 11 Ord July 11

London Gazette—TUESDAY, July 18.

RECEIVING ORDERS.

ABBOTT, FRANCES AGNES, Littlehampton, Sussex, Lodging House Keeper Brighton Pet July 13 Ord July 13
ADAMS, HENRY, Tunbridge Wells, Builder Edmonton Ord July 10
ANDREWS, JOHN, Durham, Innkeeper Newcastle on Tyne Pet July 15 Ord July 15
BAKER, JOHN, Sheffield, Cutlery Manufacturer Sheffield Pet July 14 Ord July 14
BARRELL, JOSIAH, Whitworth, Rochdale, Fruiterer Oldham Pet July 10 Ord July 11
BEACHER, T, and SON, late Ormside st, Old Kent rd, Surrey, Cocoa Nut Mat Manufacturers Wandsworth Pet June 29 Ord July 13
BETTS, CHARLES CLIFFORD, and HARRY COOPER CORBIDGE, Butler st, Milton st, Cardboard Box Manufacturers High Court Pet July 13 Ord July 13
BLACKSHALL, THOMAS, Tunbridge, Hoop Makers Tunbridge Wells Pet July 13 Ord July 13
BROOKES, ALLEN, Blackheath, Staffs, late Innkeeper Dudley Pet July 10 Ord July 10
COUPLETHWAITE, ISAAC, Over Kellett, Lancs, Farmer Preston Pet July 13 Ord July 13
COURT, THOMAS HENRY, New Cross, Kent, Plumber Greenwich Pet July 14 Ord July 14
DART, THOMAS, Puriton, Somerset, Baker Bridgwater Pet July 13 Ord July 13
DAWSON, CHARLES, Hednesford, Staffs, Photographer Walsall Pet July 11 Ord July 11
DUNCAN, ROBERT BARCLAY, Leicester, Dyer Leicester Pet July 13 Ord July 13
ELLIS, CHARLES, Cattistock, Dorset, Butcher Dorchester Pet July 14 Ord July 14
FARRAND, CLAUDE MILTON, late of Leeds, Joiner Leeds Pet July 13 Ord July 13
FLETCHER, THOMAS, Broadhurst gdns, West Hampstead, Electrician High Court Pet June 27 Ord July 14
GRAHAM, WILLIAM ADDY, Sheffield, Grocer Sheffield Pet July 14 Ord July 14
GREENING & Co, Copthall chmbrs, Throgmorton st, Stock Dealers High Court Pet June 12 Ord July 14
GRIFFITHS, JOHN, Clydach Vale, Rhondda Valley, Grocer Pontypridd Pet July 13 Ord July 13
GRIMMOND, ROBERT, Manchester, Handkerchief Manufacturer Manchester Pet July 15 Ord July 15
HAMSON, I W, Eastcheap, Merchant High Court Pet June 15 Ord July 14
HERVEY, A F A, Lime st High Court Pet May 4 Ord July 14
HILL, HARRY CARTER, Ipswich, Toy Dealer Ipswich Pet July 11 Ord July 11
HIRST, HERBERT, Halifax, Box Maker Halifax Pet July 13 Ord July 13
HUDSON, FREDERICK, King's Lynn, Farmer King's Lynn Pet July 1 Ord July 15
ISAAC, SAUL, London Wall, Gent High Court Pet June 2 Ord July 14
JAMES, JOHN, late Metropolitan Hotel, Moorgate st, Mining Engineer High Court Pet June 12 Ord July 14
JENNINGS, HARRY, Leicester, Shop Window Fitter Leicester Pet July 15 Ord July 15
JONES, THOMAS, Clydach Vale, Rhondda Valley, Glam, Provision Merchant Pontypridd Pet July 14 Ord July 14
JORGENSEN, CONRAD FREDERICK ERIC, Fenchurch st, Corn Factor High Court Pet July 13 Ord July 13
KENDRICK, HARRY, Darlaston, Staffs, Grocer Walsall Pet July 13 Ord July 13
KING, JAMES STEUART, Hunter st, Brunswick square, Major in Bombay Staff Corps High Court Pet April 22 Ord July 13
KINGHAM, JOHN HESTER, Alfred place West, South Kensington, Artist's Colourman High Court Pet July 13 Ord July 13
LEWIS, STEPHEN, Railway Cottage, nr Clynderwen, Grondre, Pembs, Labourer Pembroke Dock Pet July 15 Ord July 15
OLIVER, WILLIAM JOHN, jun, HENRY TEMPLE OLIVER, and TOM EDWARD OLIVER, Darlington, Printers Stockton on Tees and Middlesborough Pet July 12 Ord July 12
PAIN, SAMUEL, Margate, late Butcher Canterbury Pet July 15 Ord July 15
SHEFFIELD, GEORGE, Deodas rd, Putney Wandsworth Pet June 27 Ord July 13
SKELLIE, JOHN MCCLURE, Reading, Tailor Great Grimsby Pet May 26 Ord July 12
STEEL, A R, Dawes rd, Fulham, Doctor of Medicine High Court Pet May 30 Ord July 13
TANN, JOSEPH, Harrogate, Labourer Leeds Pet July 14 Ord July 14
TAYLOR, FREDERICK WILLIAM, Sedgley, Staffs, Grocer Dudley Pet July 10 Ord July 10
WARDLE, JOHN, Leicester, Boot Manufacturer Leicester Pet July 13 Ord July 13
WHALES, SMITH, & Co, Snow hill, Printers High Court Pet June 24 Ord July 13

FIRST MEETINGS.

BARRELL, JOSIAH, Whitworth, Rochdale, Fruiterer July 25 at 11 Townhall, Rochdale
BECK, GEORGE, Liverpool, Paper Hangings Merchant July 26 at 3 Off Rec, 35, Victoria st, Liverpool
BOBBETT, ARTHUR, York yd, Duncan st, Islington, Cab Proprietor July 25 at 2.30 Bankruptcy bldgs, Carey st
BRADLEY, EDWARD, Birmingham, Publican July 26 at 11 23, Colmore row, Birmingham
BURDEN, JAMES, Cardiff, Club Manager July 27 at 11.30 Off Rec, 29, Queen st, Cardiff
COACHWORTH, GEORGE, Dargate, Hernhill, Kent, Fruiterer Aug 4 at 10 Off Rec, 73, Castle st, Canterbury
COUPLETHWAITE, ISAAC, Over Kellet, Lane, Farmer July 25 at 2 Off Rec, 14, Chapel st, Preston
DAVIES, HERBERT WILLIAM, Swansea, Licensed Victualler July 25 at 12 Off Rec, 31, Alexandra rd, Swansea
DERRICK, WILLIAM, Neath, Glam, Fishmonger July 26 at 12 Off Rec, 31, Alexandra rd, Swansea
DOHERTY, JOHN, Newport, Mon, Dentist July 25 at 11 Off Rec, Gloucester Bank chmbrs, Newport, Mon
DUNCAN, ROBERT BARCLAY, Leicester, Dyer July 26 at 3 Off Rec, 34, Friar lane, Leicester
EDWARDS, HERMOND MALLETT, Beverubrook rd, Tufnell pk, Builder July 25 at 12 Bankruptcy bldgs, Carey st
ELLIS, PHILIP PASSELL, Haverfordwest, Grocer July 25 at 11 Off Rec, Bank chmbrs, Corn st, Bristol

ELLIS, WILLIAM LEWIS, Dwyran, Llanfair P G, Anglesey, formerly Relieving Officer July 27 at 11.30 Railway Hotel, Bangor

EVANS, DAVID, Celyn, Meifod, Montgomeryshire, Farmer July 25 at 1 Off Rec, Llanidloes

GARRETT, EDWARD LEWIS, Billiter st, Jute Broker July 26 at 12 Bankruptcy bldgs, Carey st

GLAHOLM, JOHN, Newcastle on Tyne, Cab Proprietor July 26 at 11 Off Rec, Pink lane, Newcastle on Tyne

GLASSEY, CHARLES HENRY, Birmingham, Fish Dealer July 28 at 11 23, Colmore row, Birmingham

GOODMAN, ALFRED, Canterbury, Carver Aug 4 at 9.30 Off Rec, 73, Castle st, Canterbury

HILL, HARRY CARTER, Ipswich, Toy Dealer July 25 at 12.15 36, Princes st, Ipswich

HIRST, HERBERT, Halifax, Box Maker July 26 at 11 Off Rec, Townhall chambers, Halifax

HOBBS, JOHN SAMUEL, Cardiff, Dyer July 25 at 12 Off Rec, 29, Queen st, Cardiff

HOWELLS, WILLIAM, Bridgend, Glam, Boot Dealer July 25 at 11 Off Rec, 29, Queen st, Cardiff

ISAACSON, BERTRAM PHINEAS, Newport, Mon, Musical Instrument Dealer July 26 at 12 Bankruptcy bldgs, Carey st

JONES, THOMAS, Pontyrhyl, Garw Valley, Glam, Grocer July 28 at 3 Off Rec, 29, Queen st, Cardiff

JONES, THOMAS HUGH, Garth, Bangor, Quarry Manager July 28 at 11 30 Prince of Wales Hotel, Carnarvon

KING, JAMES STUART, Hunter st, Brunswick square, Major in Bombay Staff Corps July 26 at 12 Bankruptcy bldgs, Carey st

KINGHAM, JOHN HESTER, Alfred place West, South Kensington, Artist's Colourman July 27 at 12 Bankruptcy bldgs, Carey st

LAMB, JAMES, Newcastle on Tyne, Boot Dealer July 26 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

LAWRENCE, ALFRED, Battersea, Surrey, General Ironmonger July 26 at 11.30 24, Railway approach, London Bridge

LEWIS, WYNDHAM WILLIAM, and THOMAS HENRY LEWIS, Cardiff, Merchants July 28 at 11.30 Off Rec, 29, Queen st, Cardiff

LINNETT, ALFRED THIRLBY, and HARRY WHEELER, Birmingham, Engineers July 27 at 11 23, Colmore row, Birmingham

LINNETT, ALFRED THIRLBY (Separate Estate), Sparkbrook, Birmingham, Engineer July 27 at 11 23, Colmore row, Birmingham

LISTER, JOHN, Kingston upon Hull, Furniture Dealer July 26 at 11 Off Rec, Trinity House lane, Hull

LUGG, WILLIAM JAMES, Fowey, Cornwall, Outfitter July 25 at 12.30 Off Rec, Boscawen st, Truro

MABBUTT, THOMAS, Linslade, Bucks, Painter July 26 at 3 Off Rec, St Paul's sq, Bedford

MACDONALD, ROBERT, Guildford, Surrey, Engineer July 27 at 1 24, Railway approach, London Bridge

NEESHAM, GEORGE, Middlesborough, Metal Broker July 26 at 3 Off Rec, 8, Albert rd, Middlesborough

PERKINS, CHARLES, Great Grimsby, Fruiterer July 26 at 11 Off Rec, 15, Osborne st, Great Grimsby

PHILLIPS, WILLIAM HENRY, St Leonards on Sea, Boarding House Keeper July 31 at 12.30 Young & Son, Bank bldgs, Hastings

PITT, GEORGE, Airedale Cliff, Newlay, Yorks, late Gelatine Manufacturer July 26 at 11 Off Rec, 22, Park row, Leeds

POINDESTRE, W. F., Colville mansions, Notting hill July 27 at 2.30 Bankruptcy bldgs, Carey st

ROACH, JOHN THOMAS PENGELLY, Liverpool, Theatrical Lessee July 26 at 12 Off Rec, 35, Victoria street, Liverpool

SANDO, KNUD, Wool Exchange, Commission Merchant July 27 at 12 Bankruptcy bldngs, Carey st

SAUNDERS, JOHN OAKLEY, and FRANCIS HERBERT SAUNDERS, Weymouth, Contractors July 26 at 1.45 Antelope Hotel, Dorchester

SHEPLEY, ISAIAH BIRT, Oldham, Tailor July 26 at 3 Bank chambers, Queen st, Oldham

SPARROW, WALTER, Cambridge, Builder July 25 at 12 Off Rec, 5, Petty Cury, Cambridge

SUMNERS, ALEXANDER HENRY, Nottingham, Grocer July 25 at 12 Off Rec, St Peter's Church walk, Nottingham

TAYLOR, EDWIN, Goole, Yorks, Accountant July 25 at 12.30 Carlisle chmbrs, Carlisle st, Goole

THOMAS, ISAAC EVANS, Cardiff, Draper July 25 at 3 Off Rec, 29, Queen-st, Cardiff

TORLOWSKY, RUBIN, and LEON LASKER, Liverpool, Clothiers July 26 at 3 Off Rec, 35, Victoria st, Liverpool

TURNER, GEORGE JESSE and GEORGE FREDERICK FOXELL, Carter lane, Umbrella Manufacturers July 26 at 2.30 Bankruptcy bldgs, Carey st

WARDLE, JOHN, Leicester, Boot Manufacturer July 27 at 12 Off Rec, 34, Friar lane, Leicester

WHEELER, HARRY (separate estate), Sparkbrook, Birmingham, Engineer July 27 at 11 23, Colmore row, Birmingham

WILKINSON, HENRY JOHN, Catford, Kent, Salesman to a Furniture Dealer July 25 at 12 24, Railway approach, London Bridge

ADJUDICATIONS.

ALLEN, HENRY, Northampton, Boot Manufacturer Northampton Pet May 23 Ord July 15

ANDREWS, JOHN, Durham, Innkeeper Newcastle on Tyne Pet July 15 Ord July 15

BAKER, JOHN, Sheffield, Cutlery Manufacturer Sheffield Pet July 14 Ord July 14

BALLARD, HENRY, Station rd, Forest gate, Bootmaker High Court Pet July 10 Ord July 12

BARRELL, JOSIAH, Whitworth, Rochdale, Fruiterer Oldham Pet July 11 Ord July 11

BECK, GEORGE, Liverpool, Paper Hangings Merchant Liverpool Pet July 7 Ord July 15

BLACK, E S, Perryn rd, East Acton, Secretary to a Public Company Brentford Pet June 3 Ord June 27

BOYES, STEPHEN, Devonport st, Commercial rd East, Flour Factor High Court Pet July 6 Ord July 13

BROOKES, ALLEN, Black Heath, Staffs, late Innkeeper Dudley Pet July 10 Ord July 10

BURTON, WALTER CHATWOOD, Warrington, Cycle Manufacturer Warrington Pet June 27 Ord July 15

CHARTER, CHARLES EDWARD, Liverpool, Cycle Agent Liverpool Pet June 13 Ord July 13

CLARK, JOB THOMAS, Hanley, Builder Hanley Pet May 16 Ord July 11

COPPLETHWAITE, ISAAC, Over Kellett, Lancs, Farmer Preston Pet July 13 Ord July 13

COURT, THOMAS HENRY, New Cross, Kent, Plumber Greenwich Pet July 14 Ord July 14

DALZIEL, GEORGE, EDWARD DALZIEL, and THOMAS BOLTON GILCHRIST SEPTIMUS DALZIEL, Fleet st, Printers High Court Pet June 12 Ord July 12

DART, THOMAS, Puriton, Somerset, Baker Bridgwater Pet July 13 Ord July 13

DAVIES, DAVID JOHN, Dowlais, Glam, Grocer Merthyr Tydfil Pet July 12 Ord July 13

DUNCAN, ROBERT BARCLAY, Leicester, Dyer Leicester Pet July 13 Ord July 13

EDWARDS, HERMOND MALLETT, Beversbrook rd, Tufnell Park, Builder High Court Pet June 13 Ord July 13

ELLIS, CHARLES, Cattistock, Dorset, Butcher Dorchester Pet July 14 Ord July 14

ELLIS, WILLIAM LEWIS, Dwyran, Llanfair P.G., Anglesey, formerly Relieving Officer Bangor Pet June 22 Ord July 12

EVERSFIELD, HENRY ARTHUR, Marylebone st, Actor High Court Pet June 15 Ord July 12

FARRAND, CLAUDE MILTON, late of Leeds, Joiner Leeds Pet July 13 Ord July 13

GIBBINS, JAMES BURT, Mark lane, Chemical Merchant High Court Pet May 5 Ord July 14

GRAHAM, WILLIAM ADDY, Sheffield, Grocer Sheffield Pet July 14 Ord July 14

GRANT, MICHAEL HENRY RYAN, King's Norton, Worcs, Builder Birmingham Pet July 8 Ord July 12

HILL, HARRY CARTER, Ipswich, Toy Dealer Ipswich Pet July 11 Ord July 11

HIRST, HERBERT, Halifax, Box Maker Halifax Pet July 13 Ord July 13

HORSEY, ALFRED, Egremont, Cheshire, late Tailor Liverpool Pet June 6 Ord July 13

JAMES, HERBERT, formerly of Baron's Court rd, West Kensington High Court Pet March 2 Ord July 13

JARVIS, JOHN WILLIAM, and JOHN WILLIAM JARVIS, jun, Charing Cross rd, Booksellers High Court Pet July 3 Ord July 12

LE GRAND, WILLIAM STOVE, Denmark hill, late Brewer's Manager High Court Pet June 19 Ord July 14

LEWIS, STEPHEN, Railway Cottage, nr Clynderwen, Grondre, Pembs, Labourer Pembroke Dock Pet July 13 Ord July 15

MCINTOSH, C H DE MORTIMER, Somerleyton rd, Brixton High Court Pet April 13 Ord July 13

MOSS, F W, Clement's lane, Solicitor Ord July 13 Receiving Order made under sec. 103

OLIVER, HENRY, Branston Island, Lincs, Farmer Lincoln Pet July 7 Ord July 13

OLIVER, WILLIAM JOHN, jun, HENRY TEMPLE OLIVER, and TOM EDWARD OLIVER, Darlington, Printers Stockton on Tees and Middlesborough Pet July 12 Ord July 12

PAIN, SAMUEL, Margate, late Butcher Canterbury Pet July 15 Ord July 15

PARKER, GEORGE, Blackwood, Mon, General Dealer Tredegar Pet July 10 Ord July 14

PROFF, JOHN HERMANN, Lady Margaret rd, Kentish Town, Tailor High Court Pet June 15 Ord July 8

SAXELBY, ALFRED TURNER, Shrewsbury, Tailor Shrewsbury Pet July 1 Ord July 15

SMITH, WILLIAM, Danby st, Denmark Park, Commercial Clerk High Court Pet July 11 Ord July 14

SNELLING, RICHARD, Redhill, Surrey, Butcher Croydon Pet June 28 Ord July 11

SPENCELEY, JAMES, York, Boot Dealer York Pet June 27 Ord July 14

STEER, DIXON SAVILLE, and HERBERT AUGUSTUS STEER, Heckmondwike, Brewers Dewsbury Pet May 19 Ord July 12

TANN, JOSEPH, Harrogate, Labourer Leeds Pet July 14 Ord July 14

TAYLOR, FREDERICK WILLIAM, Sedgley, Staffs, Grocer Dudley Pet July 10 Ord July 10

TETLEY, ARTHUR JOSHUA, Snitterfield, Warwickshire, Gentleman Farmer Warwick Pet June 20 Ord July 12

TURNER, GEORGE JESSE, and GEORGE FREDERICK FOXELL, Carter lane, Umbrella Manufacturers High Court Pet July 5 Ord July 12

WILLIAMS, THOMAS, Builth, Breconshire, General Outfitter Newtown Pet April 15 Ord July 14

ADJUDICATION ANNULLED.

ADAMS, ROBERT JOHN, West Grinstead, Sussex, Farmer Brighton Adj Dec 28, 1892 Annul July 13

SALES OF ENSUING WEEK.

July 26.—Messrs. ELLIS MORRIS & Co., at the Mart, E C, at 2 o'clock, Life Interest (see advertisement, July 15, p. 640).

July 26.—Messrs. H. E. FOSTER & CRANFIELD, at the Warehouse, Southampton-st., W.C., at 2 o'clock, Leases and Goodwill in Trade (see advertisement, July 15, p. 4).

July 27.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 1 o'clock, Freehold and Leasehold Ground-Rents and Freehold Property (see advertisement, July 15, p. 4).

July 28.—Messrs. BAKER & SONS, at the Mart, E.C., at 2 o'clock, Freehold Investment (see advertisement, this week, p. 4).

July 28.—Messrs. ELOART, at the Mart, E.C., at 2 o'clock, Ground-rents and Family Mansion (see advertisement, this week, p. 4).

July 29.—DOUGLAS YOUNG, Esq., in a Marquee on the Estate, Plots of Freehold Building Land and Properties (see advertisement, July 8, p. 4).